

Panaji, 06th March, 2025 (Phalgun 15, 1946)

SERIES II No. 49

OFFICIAL GAZETTE GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY



Note: There are four Extraordinary issues to the Official Gazette Series II No. 48 dated 27-02-2025 as follows:- (1) Extraordinary dated 27-02-2025 from pages 1061 to 1062 regarding Notifications from Department of Finance. (2) Extraordinary (No. 2) dated 28-02-2025 from pages 1063 to 1064 regarding Notification from Goa State Election Commission. (3) Extraordinary (No. 3) dated 04-03-2025 from pages 1065 to 1066 regarding Notifications from Department of General Administration. (4) Extraordinary (No. 4) dated 05-03-2025 from pages 1067 to 1068 regarding Notifications from Department of Finance.

GOVERNMENT OF GOA Department of Agriculture

Order

3/3/Hort/26/GAPLMB/AMEND/2024-25/D.Agro/356

Date: 03-Jan-2025

Whereas, vide Notification No.3/3/Hort/26/GAPLMB/Amend/2024-25/D.Agro/91 dtd 13/06/2024, Government of Goa appointed a Committee of Administrators to manage the affairs of Goa Agricultural Produce and Livestock Marketing Board for a period of six months.

And whereas, the term of the existing Committee of Administrators was due to expire on 06/12/2024.

And whereas, the election process to elect new Members of the Board could not be completed by 06/12/2024 due to various reasons.

Now, therefore in exercise of the powers vested in me, under Section 16 (1) of the Goa Agriculture Produce and Livestock Marketing (Promotion & Facilitation) Act, 2007 I, Shri. Sandeep Fol Dessai, Director of Agriculture/State Marketing Officer, Government of Goa hereby convey the decision of the Government to further extend the term of Office of the Committee of Administrators for a period of six months or till the new Board is constituted whichever is earlier.

This Order shall come into force from 06/12/2024 with retrospective effect given under my hand and seal of this Office on this ^{03rd} day of January 2025.

By order and in the name of Governor of Goa

**(Sandeep Fol Dessai)
Director of Agriculture/ State Marketing Officer
Ex-Officio Joint Secretary to the Government of Goa**

Date: 3rd January 2025.

◆◆◆

Cooperative Societies

Notification

3/11/Urban Credit/TS-II/NZ/2019/RCS/4302

Date: 24-Feb-2025

- Read:
1. No. Notification No. 3/3/Urban Credit/TS-II/PZ/2017/RCS/Suppl./5306 dated 10-Oct-2020.
 2. No. Order no. 3/11/Urban Credit/TS-II/NZ/2019/RCS/3828 dated 15-Feb-2021.
 3. No. Order No. 3/11/Urban Credit /TS-II/NZ/2019/RCS/3907 dated 29-Mar-2022.
 4. No. Letter no. JUUCCS/2022-23/BOD/395 dated 10-Jan-2023.
 5. No. Letter No. 4-4-00/TS/NZ/1/4215 dated 27-Jan-2023.
 6. No. Notification No. 3/11/Urban Credit/TS-II/NZ/2019/RCS/SUPPL/4280 dated 08-Feb-2023.
 7. No. Letter no. JUUCCS/2023-24/BOD/875 dated 15-Jan-2024.
 8. No. Letter No.ARCS/NZ/Pln/Registrars Nominee/2187 dated 29-Jan-2024.
 9. No. Notification no. 3/11/Urban Credit/TS-II/NZ/2019/RCS/ SUPPL/4698 dated 26-Feb-2024.
 10. No. Letter no. JUUCCS/HO/SRO/2024-25 dated 13-Jan-2025.
 11. No. letter no. ARCS/NZ/Pln/Registrars Nominee/3450 dated 24-Jan-2025.

WHEREAS, vide Notification at reference No. 1 above issued by the Government exercising the powers under Section 126A of the Goa Cooperative Societies Act, 2001 (Goa Act 36 of 2001), (hereafter referred to as ‘Act’) the provision of sub-section (1) of section 91D of the Act was modified and the Registrar of Co-operative Societies was authorized to appoint Officers of Co-operative Credit Societies, V. K. S. S. Societies having credit counters and Multipurpose Societies as **RECOVERY OFFICER/SALE OFFICER** upon receipt of individual proposals subject to the terms and conditions as may be incorporated in the Order.

AND WHEREAS, vide Order read at sr. no. 2 above issued by the Registrar of Co-operative Societies, the **General Manager** of The Jana Utkarsh Urban Co-operative Credit Society Limited (Reg. No. Res. (a)-12/NZ/Goa dated 30/09/1993) Khorlim, Mapusa – Goa, was delegated with the powers to recover certain sums by attachment and sale of property vested in Registrar of Co-operative Societies under section 91D of the Act read with rule 124 of the Goa Co-operative Societies Rules, 2003 subject to the following conditions:-

1. The Officer appointed and delegated with the powers of Sales Cum Recovery Officer shall work under the general guidance, superintendence and control of the Asstt. Registrar of Coop. Societies, Arbitration/Execution, North Zone, Mapusa Goa;
2. The Board of Directors of the society shall be fully responsible along with the General Manager for any acts in contravention of the Act, Rules and Bye-laws;
3. The Board of Directors shall review the performance of the General Manager every month and ensure compliance.

The delegation of powers was initially for a period of one year till 14/02/2022 and same was further extended from time to time vide orders/notifications referred at 3, 6 & 9 above till 14/02/2025.

AND WHEREAS, vide letters at reference nos. 10 above, the Chairman of The Jana Utkarsh Urban Co-operative Credit Society Ltd., Khorlim, Mapusa – Goa has requested to grant further extension to the General Manager of their society to act as Sale-Cum-Recovery Officer for one year to their society.

NOW, THEREFORE, in exercise of the powers conferred upon undersigned under section 123B of the Goa Co-operative Societies Act, 2001 read with Notification read at reference no. 1 above, the delegation of powers to **General Manager** of The Jana Utkarsh Urban Co-operative Credit Society Ltd., Khorlim, Mapusa – Goa, made vide order reference no. 2 above is hereby further extended for a period of one year with commencing from **15/02/2025 to 14/02/2026**.

All the terms and conditions mentioned in the Order referred to at sr. no. 2 above shall continue to apply. The undersigned reserves the right to withdraw this Order at any stage without assigning any reasons.

Given under the seal of this office.

(Kabir K. Shirgaonkar)
Registrar of Coop. Societies, &
Ex-Officio Joint Secretary (Cooperation)
Govt. of Goa, Panaji - Goa.

Place:- Panaji, Goa

————◆————
Notification

5-1922-2022/ARSZ/HSG

Date: 08-Nov-2022

N O T I F I C A T I O N

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, “**Navprasth Estate I Co-operative Housing Maintenance Society Ltd**”, Near Khapreshwar Temple, Bainha, Vasco-Da-Gama, Goa is registered under code symbol No.- **RCSSZ2022230038**.

(Sonu R. Gaunekar)
Asst. Registrar of Coop. Societies
South Zone, Margao - Goa.

Application Ref. No.
3593621012022147

Dated:- 08/11/2022

C E R T I F I C A T E O F R E G I S T R A T I O N

“**Navprasth Estate I Co-operative Housing Maintenance Society Ltd**”, near Khapreshwar Temple, Bainha, Vasco-Da-Gama, Goa has been registered on **08/11/2022** and its bears registration Code symbol No. **RCSSZ2022230038** and its classified as “**Co-operative Housing Society** under sub-Classification **No.7-(d)-Co-operative Housing Maintenance Society** in terms of rule 8 of the Goa Co-operative Rules, 2003.

(Sonu R. Gaunekar)
Asst. Registrar of Coop. Societies
South Zone, Margao - Goa.

Application Ref. No.

3593621012022147

Dated:- 08/11/2022

Notification

5-1966/2022/ARSZ/HSG

Date: 15-Dec-2022

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, **RIO-DE-GOA Co-operative Housing Society Ltd. Sancoale, Mormugao - Goa** is registered under code symbol No.- **RCSSZ2022230046**.

Application Ref. No.

3593610022022152

(Sonu R. Gaunekar)
Asst. Registrar of Coop. Societies
South Zone, Margao - Goa.

Dated:- 15/12/2022

C E R T I F I C A T E O F R E G I S T R A T I O N

"**RIO-DE-GOA Co-operative Housing Society Ltd.**", Sancoale, Mormugao - Goa has been registered on **15/12/2022** and its bears registration Code symbol No. **RCSSZ2022230046** and its classified as **Co-operative Housing Society** under sub-Classification **No.7-(b)-Co-partnership Housing Society** in terms of rule 8 of the Goa Co-operative Rules, 2003.

Application Ref. No.

3593610022022152

(Sonu R. Gaunekar)
Asst. Registrar of Coop. Societies
South Zone, Margao - Goa.

Dated:- 15/12/2022

Notification

5-1974/2022/ARSZ/HSG/4648

Date: 30-Nov-2022

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, **Keegan Palms Co-operative Housing Maintenance Society Ltd Keegan Palms, Opp. Ferrao Estates, Luta Ferrao Road, Colva, Salcete, Goa** is registered under code symbol No.- **RCSSZ2022230042**.

Sd/-

(SONU R. GAUNEKAR)

Application Ref. No.

3593828062022234

Asst. Registrar of Coop. Societies
O/o Asst. Registrar of Coop. Societies,

South Zone, Margao - Goa.

Dated:- 30/11/2022

C E R T I F I C A T E O F R E G I S T R A T I O N

"Keegan Palms Co-operative Housing Maintenance Society Ltd", Keegan Palms, Opp. Ferrao Estates, Luta Ferrao Road, Colva, Salcete, Goa has been registered on 30/11/2022 and its bears registration Code symbol No. RCSSZ2022230042 and its classified as "Co-operative Housing Society under sub-Classification No.7-(d)-Co-operative Housing Maintenance Society in terms of rule 8 of the Goa Co-operative Rules, 2003.

Sd/-

(SONU R. GAUNEKAR)

Application Ref. No.
3593828062022234Asst. Registrar of Coop. Societies
O/o Asst. Registrar of Coop. Societies,
South Zone, Margao - Goa.

Dated:- 30/11/2022

Notification

5-1979-2022/ARSZ/HSG

Date: 08-Nov-2022

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "GRAND AVENUE COOPERATIVE HOUSING MAINTAINANCE SOCIETY LTD", Near Masjid E Noor Vidhyanagar Colony, Vasco-Da-Gama, Goa is registered under code symbol No.- RCSSZ2022230040.

Sd/-

(Sonu R. Gaunekar)

Application Ref. No.
3593618072022239Asst. Registrar of Coop. Societies
South Zone, Margao - Goa.

Dated:- 08/11/2022

C E R T I F I C A T E O F R E G I S T R A T I O N

"GRAND AVENUE COOPERATIVE HOUSING MAINTAINANCE SOCIETY LTD", Near Masjid E Noor Vidhyanagar Colony, Vasco Da Gama, Goa has been registered on 08/11/2022 and its bears registration Code symbol No. RCSSZ2022230040 and its classified as "Co-operative Housing Society under sub-Classification No.7-(d)-Co-operative Housing Maintenance Society in terms of rule 8 of the Goa Co-operative Rules, 2003.

Sd/-

(Sonu R. Gaunekar)

Application Ref. No.

Asst. Registrar of Coop. Societies

3593618072022239

South Zone, Margao - Goa.

Dated:- 08/11/2022

◆
Notification

5-1980-2022/ARSZ/HSG

Date: 08-Nov-2022

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "**The Woodbourne Hills Residences Co-operative Housing Maintenance Society Limited**", **Adjacent to Woodbourne Resort, Gonvoloi, Nuvem, Salcete - Goa** is registered under code symbol No.- **RCSSZ2022230039**.

Sd/-**(Sonu R. Gaunekar)****Asst. Registrar of Coop. Societies****South Zone, Margao – Goa**

Application Ref. No.
3593805082022245

Dated:- 08/11/2022

C E R T I F I C A T E O F R E G I S T R A T I O N

"**The Woodbourne Hills Residences Co-operative Housing Maintenance Society Limited**", **Adjacent to Woodbourne Resort, Gonvoloi, Nuvem, Salcete - Goa** has been registered on **08/11/2022** and its bears registration Code symbol No. **RCSSZ2022230039** and its classified as "**Co-operative Housing Society**" under sub-Classification **No.7-(d)-Co-operative Housing Maintenance Society** in terms of rule 8 of the Goa Co-operative Rules, 2003.

Sd/-**(Sonu R. Gaunekar)****Asst. Registrar of Coop. Societies****South Zone, Margao – Goa**

Application Ref. No.
3593805082022245

Dated:- 08/11/2022

◆
Notification

5-1981-2022/ARSZ/HSG

Date: 30-Mar-2023

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "**West End Raikar Residency Cooperative Housing Maintenance Society Ltd., St. Joaquim Road, Borda, Margao Goa**" is registered under code symbol No.- **RCSSZ2022-230052**.

Application Ref. No.
3593814082022249

(SANTOSH P. NAIK)

**Asst. Registrar of Coop. Societies
South Zone, C Type Quarters, C-2(Ground Floor),
PWD Complex, Fatorda, Margao - Goa. 403602**

Dated:- 30/03/2023

C E R T I F I C A T E O F R E G I S T R A T I O N

"West End Raikar Residency Cooperative Housing Maintenance Society Ltd., St. Joaquim Road, Borda, Margao - Goa has been registered on **30/03/2023** and its bears registration Code symbol No. **RCSSZ2022-230052** and its classified as "**Co-operative Housing Society**" under sub-Classification "**No.7-(d)-Co-operative Housing Maintenance Society**" in terms of rule 8 of the Goa Co-operative Societies Rules, 2003.

**Application Ref. No.
3593814082022249**

(SANTOSH P. NAIK)
**Asst. Registrar of Coop. Societies
South Zone, C Type Quarters, C-2(Ground Floor),
PWD Complex, Fatorda, Margao - Goa. 403602**

Dated:- 30/03/2023

————◆————

Notification

5-1982/2022/ARSZ/HSG

Date: 10-Nov-2022

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "**Manas Pela Capela Co-operative Housing Society Limited**", **NH 66, Near Our Lady of Vailankanni Chapel, Cortalim, Mormugao, Goa, 403710** is registered under code symbol **No.- RCSSZ2022230041**.

**Application Ref. No.
3593603102022269**

Sd/-
(Sonu R. Gaunekar)
Asst. Registrar of Coop. Societies
South Zone, Margao -Goa

Dated:- 10/11/2022

C E R T I F I C A T E O F R E G I S T R A T I O N

"Manas Pela Capela Co-operative Housing Society Limited", NH 66 Near Our Lady of Vailankanni Chapel, Cortalim, Mormugao, Goa, 403710 has been registered on **10/11/2022** and its bears registration Code symbol No. **RCSSZ2022230041** and it's classified as "**Co-operative Housing Society**" under sub-Classification **No.7-(b)-Co-partnership Housing Society** in terms of rule 8 of the Goa Co-operative Rules, 2003.

Application Ref. No.
3593603102022269

Sd/-
(Sonu R. Gaunekar)
Asst. Registrar of Coop. Societies
South Zone, Margao -Goa

Dated:- 10/11/2022

————◆————
Notification

5-1983-2022/ARSZ/HSG

Date: 12-Dec-2022

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "**Prabhu's Emerald Co-operative housing maintenance society ltd.,**" **Opp. Dominos Pizza, Alto-Dabolim, Goa - Goa** is registered under code symbol No. **RCSSZ2022230047**.

Application Ref. No.
359360111202187

(Sonu R. Gaunekar)
Asst. Registrar of Coop. Societies
South Zone, Margao - Goa.

Dated:- 21/12/2022

C E R T I F I C A T E O F R E G I S T R A T I O N

"**Prabhu's Emerald Co-operative housing maintenance society ltd**", **Opp. Dominos Pizza, Alto-Dabolim, Goa** has been registered on **21/12/2022** and its bears registration Code symbol No. **RCSSZ2022230047** and its classified as "**Co-operative Housing Society** under sub-Classification **No.7-(d)-Co-operative Housing Maintenance Society** in terms of rule 8 of the Goa Co-operative Rules, 2003.

Application Ref. No.
359360111202187

(Sonu R. Gaunekar)
Asst. Registrar of Coop. Societies
South Zone, Margao - Goa.

Dated:- 21/12/2022

————◆————
Notification

5-1984-2022/ARSZ/HSG

Date: 30-Mar-2023

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "**Roofmakers Radiant Residency Co-op. Housing Maintenance Society Ltd. Opp. Chowgule Maruti Showroom, Fatorda, Margao Goa**" - **Goa** is registered under code symbol No.- **RCSSZ2022-230050**.

Application Ref. No.
3593818092022260

(SANTOSH P. NAIK)

**Asst. Registrar of Coop. Societies
South Zone, C Type Quarters, C-2(Ground Floor),
PWD Complex, Fatorda, Margao - Goa. 403602**

Dated:- 30/03/2023

C E R T I F I C A T E O F R E G I S T R A T I O N

"Roofmakers Radiant Residency Co-op. Housing Maintenance Society Ltd., Opp. Chowgule Maruti Showroom, Fatorda, Margao Goa" - Goa has been registered on **30/03/2023** and its bears registration Code symbol No. **RCSSZ2022-230050** and its classified as "**Co-operative Housing Society**" under sub-Classification "**No.7-(d)-Co-operative Housing Maintenance Society**" in terms of rule 8 of the Goa Co-operative Societies Rules, 2003.

**Application Ref. No.
3593818092022260**

(SANTOSH P. NAIK)
**Asst. Registrar of Coop. Societies
South Zone, C Type Quarters, C-2(Ground Floor),
PWD Complex, Fatorda, Margao - Goa. 403602**

Dated:- 30/03/2023

Notification

5-1985/2022/ARSZ/HSG/5020

Date: 12-Dec-2022

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, **The Pyramid Pristine Co-operative Housing Maintenance Society Ltd., Gogal Margao Goa** is registered under code symbol No.- **RCSSZ2022230043**.

**Application Ref. No.
3593817102022279**

Sd/-
(Sonu R. Gaunekar)
**Asst. Registrar of Coop. Societies
South Zone, Margao - Goa.**

Dated:- 12/12/2022

C E R T I F I C A T E O F R E G I S T R A T I O N

"The Pyramid Pristine Co-operative Housing Maintenance Society Ltd", Gogal Margao - Goa has been registered on **12/12/2022** and its bears registration Code symbol No. **RCSSZ2022230043** and its classified as "**Co-operative Housing Society**" under sub-Classification **No.7-(d)-Co-operative Housing Maintenance Society** in terms of rule 8 of the Goa Co-operative Rules, 2003.

Application Ref. No.

Sd/-

3593817102022279

(Sonu R. Gaunekar)
Asst. Registrar of Coop. Societies
South Zone, Margao - Goa.

Dated:- 12/12/2022

Notification

5-1986/2022/ARSZ/HSG

Date: 15-Dec-2022

NOTIFICATION

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, **The Faria Greenwoods Co-operative Housing Maintenance Society Limited Nauta, Near Santoshi Mata Temple, Cortalim - Goa** is registered under code symbol No.- **RCSSZ2022230045**.

Application Ref. No.
3593628092022263

(Sonu R. Gaunekar)
Asst. Registrar of Coop. Societies
South Zone, Margao - Goa.

Dated:- 15/12/2022

C E R T I F I C A T E O F R E G I S T R A T I O N

"**The Faria Greenwoods Co-operative Housing Maintenance Society Limited**", Nauta, Near Santoshi Mata Temple, Cortalim - Goa has been registered on **15/12/2022** and its bears registration Code symbol No. **RCSSZ2022230045** and its classified as "**Co-operative Housing Society** under sub-Classification **No.7-(d)-Co-operative Housing Maintenance Society** in terms of rule 8 of the Goa Co-operative Rules, 2003.

Application Ref. No.
3593628092022263

(Sonu R. Gaunekar)
Asst. Registrar of Coop. Societies
South Zone, Margao - Goa.

Dated:- 15/12/2022

Notification

5-1987/2022/ARSZ/HSG

Date: 15-Dec-2022

NOTIFICATION

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, **The Greva Plaza Co-operative Housing Maintenance Society Limited., Gregory Vales**

Estates, Near MES College Junction, Zuarinagar, Sancoale - Goa is registered under code symbol No.- **RCSSZ2022230044**.

Sd/-

Application Ref. No.
3593629092022265

(Sonu R. Gaunekar)
Asst. Registrar of Coop. Societies
South Zone, Margao – Goa

Dated:- 15/12/2022

C E R T I F I C A T E O F R E G I S T R A T I O N

"The Greva Plaza Co-operative Housing Maintenance Society Limited", Gregory Vales Estates, Near MES College Junction, Zuarinagar, Sancoale - Goa has been registered on **15/12/2022** and its bears registration Code symbol No. **RCSSZ2022230044** and its classified as "**Co-operative Housing Society**" under sub-Classification **No.7-(d)-Co-operative Housing Maintenance Society** in terms of rule 8 of the Goa Co-operative Rules, 2003.

Sd/-

Application Ref. No.
3593629092022265

(Sonu R. Gaunekar)
Asst. Registrar of Coop. Societies
South Zone, Margao – Goa

Dated:- 15/12/2022

————◆————

Notification

5-1988-2022/ARSZ/HSG/7013

Date: 30-Mar-2023

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "**ESTILO PATIO CO-OPERATIVE HOUSING MAINT. SOCIETY LIMITED, Sarfona-Sancoale**" - Goa is registered under code symbol No.- **RCSSZ2022-230049**.

Application Ref. No.
3593616102022277

(SANTOSH P. NAIK)
Asst. Registrar of Coop. Societies
South Zone, C Type Quarters, C-2(Ground Floor),
PWD Complex, Fatorda, Margao - Goa. 403602

Dated:- 30/03/2023

C E R T I F I C A T E O F R E G I S T R A T I O N

"ESTILO PATIO CO-OPERATIVE HOUSING MAINT. SOCIETY LIMITED, Sarfona-Sancoale" - Goa has been registered on **30/03/2023** and its bears registration Code symbol No. **RCSSZ2022-230049** and its classified as "**Co-operative Housing Society**" under sub-Classification "**No.7-(d)-Co-operative Housing Maintenance Society**" in terms of rule 8 of the Goa Co-operative Societies Rules, 2003.

Application Ref. No.
3593616102022277

(SANTOSH P. NAIK)
Asst. Registrar of Coop. Societies
South Zone, C Type Quarters, C-2(Ground Floor),
PWD Complex, Fatorda, Margao - Goa. 403602

Dated:- 30/03/2023

◆————◆
Notification

5-1990/2022/ARSZ/HSG

Date: 30-Mar-2023

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "**The Raghunath City Centre Co-operative Housing Maintenance Society Limited, Near Kerkar Hospital, Alto-Aquem, Margao-Goa** is registered under code symbol No.- **RCSSZ2022-230051**.

Application Ref. No.
3593806102022270

(SANTOSH P. NAIK)
Asst. Registrar of Coop. Societies
South Zone, C Type Quarters, C-2(Ground Floor),
PWD Complex, Fatorda, Margao - Goa. 403602

Dated:- 30/03/2023

C E R T I F I C A T E O F R E G I S T R A T I O N

"The Raghunath City Centre Co-operative Housing Maintenance Society Limited, Near Kerkar Hospital, Alto-Aquem, Margao-Goa has been registered on **30/03/2023** and its bears registration Code symbol No. **RCSSZ2022-230051** and its classified as "**Co-operative Housing Society**" under sub-Classification "**No.7-(d)-Co-operative Housing Maintenance Society**" in terms of rule 8 of the Goa Co-operative Societies Rules, 2003.

Application Ref. No.
3593806102022270

(SANTOSH P. NAIK)
Asst. Registrar of Coop. Societies
South Zone, C Type Quarters, C-2(Ground Floor),
PWD Complex, Fatorda, Margao - Goa. 403602

Dated:- 30/03/2023

◆————◆

Notification

5-1992/2022/ARSZ/HSG

NOTIFICATION

Date: 28-Mar-2023

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "**The Karma Heights Co-Operative Housing Maintenance Society Limited**", **Near Goa Shipyard Limited, Mundvel, Vaddam, Vasco Da Gama - Goa** is registered under code symbol **No.- RCSSZ2022-230048**.

Application Ref. No.
3593618092022259

(SANTOSH P. NAIK)

Asst. Registrar of Coop. Societies

South Zone, C Type Quarters, C-2(Ground Floor),
PWD Complex, Fatorda, Margao - Goa. 403602

Dated:- 28/03/203

C E R T I F I C A T E O F R E G I S T R A T I O N

"**The Karma Heights Co - Operative Housing Maintenance Society Limited**", **Near Goa Shipyard Limited, Mundvel, Vaddam, Vasco Da Gama - Goa** has been registered on **28/03/2023** and its bears registration Code symbol No. **RCSSZ2022-230048** and its classified as "Co-operative Housing Society" under sub-Classification "**No.7-(d)-Co-operative Housing Maintenance Society**" in terms of rule 8 of the Goa Co-operative Societies Rules, 2003.

Application Ref. No.
3593618092022259

(SANTOSH P. NAIK)

Asst. Registrar of Coop. Societies

South Zone, C Type Quarters, C-2(Ground Floor),
PWD Complex, Fatorda, Margao - Goa. 403602

Dated:- 28/03/203

Notification

5-1996/2023/ARSZ/HSG

Date: 28-Jun-2023

NOTIFICATION

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "**Kenilworth Residency Co-op. Housing Maintenance Society Ltd. Near Forest Department, Aquem Alto, Margao Goa**" is registered under code symbol **No.- RCSSZ2023240065**.

Application Ref. No.
3593806112022286

(RAJESH PARWAR)

Asst. Registrar of Coop. Societies

South ZoneC Type Quarters, C-2(Ground Floor),

PWD Complex, Fatorda, Margao - Goa. 403602

Dated:- 28/06/2023

C E R T I F I C A T E O F R E G I S T R A T I O N

"Kenilworth Residency Co-op. Housing Maintenance Society Ltd., Near Forest Department, Aquem Alto, Margao Goa" has been registered on 28/06/2023 and its bears registration Code symbol No. RCSSZ2023240065 and its classified as "Co-operative Housing Society" under sub-Classification "No.7-(d)-Co-operative Housing Maintenance Society" in terms of rule 8 of the Goa Co-operative Societies Rules, 2003.

Application Ref. No.
3593806112022286

(RAJESH PARWAR)
Asst. Registrar of Coop. Societies
South ZoneC Type Quarters, C-2(Ground Floor),
PWD Complex, Fatorda, Margao - Goa. 403602

Dated:- 28/06/2023

Notification

5-2003-2023/ARSZ/HSG/2709

Date: 05-Oct-2023

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "**PRABHU'S SIGNATURE COOPERATIVE HOUSING MAINTENANCE SOCIETY LTD., PRABHU SIGANATURE, NEAR KESHAV SMRITI SCHOOL, DABOLIM GOA**" is registered under code symbol No.- RCSSZ2023240078.

Application Ref. No.
3593616012023330

Sd/-
(Monal Manerikar)
Asst. Registrar of Coop. Societies
South Zone, C Type Quarters, C-2(Ground Floor),
PWD Complex, Fatorda, Margao - Goa. 403602

Dated:- 05/10/2023

C E R T I F I C A T E O F R E G I S T R A T I O N

"**PRABHU'S SIGNATURE COOPERATIVE HOUSING MAINTENANCE SOCIETY LTD., PRABHU SIGANATURE NEAR KESHAV SMRITI SCHOOL DABOLIM GOA**" has been registered on 05/10/2023 and its bears registration Code symbol No. RCSSZ2023240078 and its classified as "Co-operative Housing Society" under sub-Classification "No.7-(d)-Co-operative Housing Maintenance Society" in terms of rule 8 of the Goa Co-operative Societies Rules, 2003.

Application Ref. No.
3593616012023330

Sd/-
(Monal Manerikar)
Asst. Registrar of Coop. Societies
South Zone, C Type Quarters, C-2(Ground Floor),
PWD Complex, Fatorda, Margao - Goa. 403602

Dated:- 05/10/2023

————◆————
Notification

5-2007-2023/ARSZ/HSG/2567

Date: 13-Sep-2023

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "**S D COUNTRYSIDE COOPERATIVE HOUSING SOCIETY LTD., Mandopa, Navelim, Salcete,"** - Goa is registered under code symbol **No.- RCSSZ2023240076**.

Application Ref.
No. 3593820122022308

(MONAL MANERIKAR)
Asst. Registrar of Coop. Societies
South Zone, C Type Quarters, C-2 (Ground Floor),
PWD Complex, Fatorda, Margao - Goa.

Dated:- 13/09/2023

C E R T I F I C A T E O F R E G I S T R A T I O N

"**S D COUNTRYSIDE COOPERATIVE HOUSING SOCIETY LTD, Mandopa, Navelim, Salcete,"** - **Goa** has been registered on **13/09/2023** and its bears registration Code symbol No. **RCSSZ2023240076** and its classified as "**Co-operative Housing Society**" under sub-Classification "**No.7-(b)-Co-partnership Housing Society**" in terms of rule 8 of the Goa Co-operative Societies Rules, 2003.

Application Ref.
No. 3593820122022308

(MONAL MANERIKAR)
Asst. Registrar of Coop. Societies
South Zone, C Type Quarters, C-2 (Ground Floor),
PWD Complex, Fatorda, Margao - Goa.

Dated:- 13/09/2023

————◆————
Notification

5-2009-2023/ARSZ/HSG/2025

Date: 21-Jul-2023

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "**The Sapana Vista Co-operative Housing Maintenance Society Limited Sapana Vista,**

Behind Clover Building, Math Road, Gogol, Margao, Goa." is registered under code symbol
No.- RCSSZ2023240066.

Application Ref. No.
3593809012023326

(RAJESH PARWAR)
Asst. Registrar of Coop. Societies
South Zone, C Type Quarters, C-2(Ground Floor),
PWD Complex, Fatorda, Margao - Goa. 403602

Dated:- 21/07/2023

C E R T I F I C A T E O F R E G I S T R A T I O N

"**The Sapana Vista Co-operative Housing Maintenance Society Limited, Sapana Vista, Behind Clover Building, Math Road, Gogol, Margao, Goa."** has been registered on **21/07/2023** and its bears registration Code symbol No. **RCSSZ2023240066** and it's classified as "**Co-operative Housing Society**" under sub-Classification "**No.7-(d)-Co-operative Housing Maintenance Society**" in terms of rule 8 of the Goa Co-operative Societies Rules, 2003.

Application Ref. No.
3593809012023326

(RAJESH PARWAR)
Asst. Registrar of Coop. Societies
South Zone, C Type Quarters, C-2(Ground Floor),
PWD Complex, Fatorda, Margao - Goa. 403602

Dated:- 21/07/2023

————◆————

Notification

5-2010-2023/ARSZ/HSG

Date: 10-Aug-2023

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "**PRABHU'S VIOLETTA CO-OPERATIVE HOUSING MAINTENANCE SOCIETY LTD., PRABHU'S VIOLETTA, BEHIND VISHAL MEGA MART, ALTO-CHICALIM, GOA**" is registered under code symbol No.- **RCSSZ2023240069**.

Application Ref. No.
3593616012023329

(Rajesh Parwar)
Asst. Registrar of Coop. Societies, South Zone,
C Type Quarters, C-2 (Ground Floor), PWD Complex,
Fatorda, Margao - Goa.

Dated:- 10/08/2023

C E R T I F I C A T E O F R E G I S T R A T I O N

"PRABHU'S VIOLETTA CO-OPERATIVE HOUSING MAINTENANCE SOCIETY LTD, PRABHU'S VIOLETTA, BEHIND VISHAL MEGA MART, ALTO-CHICALIM, GOA" has been registered on **10/08/2023** and its bears registration Code symbol No. **RCSSZ2023240069** and its classified as "**Co-operative Housing Society**" under sub-Classification "**No.7-(d)-Co-operative Housing Maintenance Society**" in terms of rule 8 of the Goa Co-operative Societies Rules, 2003.

Application Ref. No.
3593616012023329

(Rajesh Parwar)
Asst. Registrar of Coop. Societies, South Zone,
C Type Quarters, C-2 (Ground Floor), PWD Complex,
Fatorda, Margao - Goa.

Dated:- 10/08/2023

————◆————
Notification

5-2014-2023/ARSZ/HSG/2332

Date: 22-Aug-2023

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "**Thousand Palms Co-op. Housing Society Ltd. Sancoale, Mormugao Goa**" is registered under code symbol **No.- RCSSZ2023240071**.

Application Ref. No.
3593609052023391

(RAJESH PARWAR)
Asst. Registrar of Coop. Societies
South Zone, C Type Quarters, C-2(Ground Floor),
PWD Complex, Fatorda, Margao - Goa. 403602

Dated:- 22/08/2023

C E R T I F I C A T E O F R E G I S T R A T I O N

"Thousand Palms Co-op. Housing Society Ltd., Sancoale, Mormugao Goa" - has been registered on **22/08/2023** and its bears registration Code symbol No. **RCSSZ2023240071** and its classified as "**Co-operative Housing Society**" under sub-Classification "**No.7-(b)-Co-partnership Housing Society**" in terms of rule 8 of the Goa Co-operative Societies Rules, 2003.

Application Ref. No.
3593609052023391

(RAJESH PARWAR)
Asst. Registrar of Coop. Societies
South Zone, C Type Quarters, C-2(Ground Floor),
PWD Complex, Fatorda, Margao - Goa. 403602

Dated:- 22/08/2023

————◆————
Notification

5-2015-2023/ARSZ/HSG/2418

Date: 04-Sep-2023

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, " **CASA DE FLORES CO-OP HOUSING MAINTENANCE SOCIETY LTD CASA DE FLORES, SY NO-193/4, SODOVIM, OPP LAKE VIEW APTS, Verna-Salcete, GOA**" is registered under code symbol No.- **RCSSZ2023240072**.

Application Ref. No.

3593824012023335

(MONAL MANERIKAR)

Asst. Registrar of Coop. Societies

**South ZoneC Type Quarters, C-2(Ground Floor),
PWD Complex, Fatorda, Margao - Goa. 403602**

Dated:- 04/09/2023

C E R T I F I C A T E O F R E G I S T R A T I O N

"**CASA DE FLORES CO-OP HOUSING MAINTENANCE SOCIETY LTD, CASA DE FLORES, SY NO-193/4, SODOVIM, OPP LAKE VIEW APTS, Verna-Salcete, GOA** has been registered on **04/09/2023** and its bears registration Code symbol No. **RCSSZ2023240072** and its classified as "**Co-operative Housing Society**" under sub-Classification "**No.7-(d)-Co-operative Housing Maintenance Society**" in terms of rule 8 of the Goa Co-operative Societies Rules, 2003.

Application Ref. No.

3593824012023335

(MONAL MANERIKAR)

Asst. Registrar of Coop. Societies

**South ZoneC Type Quarters, C-2(Ground Floor),
PWD Complex, Fatorda, Margao - Goa. 403602**

Dated:- 04/09/2023

————◆————

Notification

5-2016-2023/ARSZ/HSG/2752

Date: 09-Oct-2023

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "**THE UMIYA QUATRO PLOT C CO-OPERATIVE HOUSING SOCIETY LIMITED, AIRPORT ROAD, DABOLIM, MORMUGAO GOA**" is registered under code symbol No.- **RCSSZ2023240080**.

Application Ref. No.

3593623052023400

Sd/-

(Monal Manerikar)

Asst. Registrar of Coop. Societies

**South Zone, C Type Quarters, C-2(Ground Floor),
PWD Complex, Fatorda, Margao - Goa. 403602**

Dated:- 09/10/2023

C E R T I F I C A T E O F R E G I S T R A T I O N

"**THE UMIYA QUATRO PLOT C CO-OPERATIVE HOUSING SOCIETY LIMITED, AIRPORT ROAD, DABOLIM, MORMUGAO GOA**" has been registered on **09/10/2023** and its bears registration

Code symbol No. **RCSSZ2023240080** and its classified as "**Co-operative Housing Society**" under sub-Classification "**No.7-(b)-Co-partnership Housing Society**" in terms of rule 8 of the Goa Co-operative Societies Rules, 2003.

Application Ref. No.
3593623052023400

Sd/-
(Monal Manerikar)
Asst. Registrar of Coop. Societies
South Zone, C Type Quarters, C-2(Ground Floor),
PWD Complex, Fatorda, Margao - Goa. 403602

Dated:- 09/10/2023

————◆————
Notification

5-2018-2023/ARSZ/HSG/2754

Date: 09-Oct-2023

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "**THE UMIYA SUNDANCE CO-OPERATIVE HOUSING SOCIETY LTD., NEAR MES COLLEGE, ZUARI NAGAR, SANCOALE**" - **Goa** is registered under code symbol No.- **RCSSZ2023240079**.

Application Ref. No.
3593628052023401

Sd/-
(Monal Manerikar)
Asst. Registrar of Coop. Societies
South Zone, C Type Quarters, C-2(Ground Floor),
PWD Complex, Fatorda, Margao - Goa. 403602

Dated:- 09/10/2023

C E R T I F I C A T E O F R E G I S T R A T I O N

"**THE UMIYA SUNDANCE CO-OPERATIVE HOUSING SOCIETY LTD., NEAR MES COLLEGE, ZUARI NAGAR, SANCOALE**" - **Goa** has been registered on **09/10/2023** and its bears registration Code symbol No. **RCSSZ2023240079** and its classified as "**Co-operative Housing Society**" under sub-Classification "**No.7-(b)-Co-partnership Housing Society**" in terms of rule 8 of the Goa Co-operative Societies Rules, 2003.

Application Ref. No.
3593628052023401

Sd/-
(Monal Manerikar)
Asst. Registrar of Coop. Societies
South Zone, C Type Quarters, C-2(Ground Floor),
PWD Complex, Fatorda, Margao - Goa. 403602

Dated:- 09/10/2023

Notification

5-2019-2023/ARSZ/HSG/2252

Date: 10-Aug-2023

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "**The Chandragupta Ph-II Co-operative Housing Maintenance Society Limited, Near Rebello Hospital, Madel, Margao**" - **Goa** is registered under code symbol No.- **RCSSZ2023240070**.

Application Ref. No.
3593813062023410

(RAJESH PARWAR)
Asst. Registrar of Coop. Societies
South ZoneC Type Quarters, C-2(Ground Floor),
PWD Complex, Fatorda, Margao - Goa. 403602

Dated:- 10/08/2023

C E R T I F I C A T E O F R E G I S T R A T I O N

"**The Chandragupta Ph-II Co-operative Housing Maintenance Society Limited, Near Rebello Hospital, Madel, Margao**" - **Goa** has been registered on **10/08/2023** and its bears registration Code symbol No. **RCSSZ2023240070** and its classified as "**Co-operative Housing Society**" under sub-Classification "**No.7-(d)-Co-operative Housing Maintenance Society**" in terms of rule 8 of the Goa Co-operative Societies Rules, 2003.

Application Ref. No.
3593813062023410

(RAJESH PARWAR)
Asst. Registrar of Coop. Societies
South ZoneC Type Quarters, C-2(Ground Floor),
PWD Complex, Fatorda, Margao - Goa. 403602

Dated:- 10/08/2023

◆—————Notification—————◆**Notification**

5-2020-2023/ARSZ/HSG/2456

Date: 04-Sep-2023

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "**Grand Majestic Co-op. Housing Maintenance Society Ltd., Belloy Nuvem Salcete Goa**" is registered under code symbol No.- **RCSSZ2023240073**.

Application Ref. No.
3593804062023405

(MONAL MANERIKAR)
Asst. Registrar of Coop. Societies
South Zone, C Type Quarters, C-2(Ground Floor),
PWD Complex, Fatorda, Margao - Goa. 403602

Dated:- 04/09/2023

C E R T I F I C A T E O F R E G I S T R A T I O N

"Grand Majestic Co-op. Housing Maintenance Society Ltd, Belloy Nuvem Salcete Goa" has been registered on 04/09/2023 and its bears registration Code symbol No. RCSSZ2023240073 and its classified as "Co-operative Housing Society" under sub-Classification "No.7-(d)-Co-operative Housing Maintenance Society" in terms of rule 8 of the Goa Co-operative Societies Rules, 2003.

Application Ref. No.
3593804062023405

(MONAL MANERIKAR)
Asst. Registrar of Coop. Societies
South Zone, C Type Quarters, C-2(Ground Floor),
PWD Complex, Fatorda, Margao - Goa. 403602

Dated:- 04/09/2023

Notification

5-2026-2023/ARSZ/HSG/2753
N O T I F I C A T I O N

Date: 09-Oct-2023

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "The ShriGanesh Darshan Co-operative Housing Maintenance Society Limited, Jerusalem, Cumborda, Verna, Salcete" - Goa is registered under code symbol No.-RCSSZ2023240081.

Application Ref. No.
3593804062023406

Sd/-
(Monal Manerikar)
Asst. Registrar of Coop. Societies
South Zone, C Type Quarters, C-2(Ground Floor),
PWD Complex, Fatorda, Margao - Goa. 403602

Dated:- 09/10/2023

C E R T I F I C A T E O F R E G I S T R A T I O N

"The ShriGanesh Darshan Co-operative Housing Maintenance Society Limited, Jerusalem, Cumborda, Verna, Salcete" - Goa has been registered on 09/10/2023 and its bears registration Code symbol No. RCSSZ2023240081 and its classified as "Co-operative Housing Society" under sub-Classification "No.7-(d)-Co-operative Housing Maintenance Society" in terms of rule 8 of the Goa Co-operative Societies Rules, 2003.

Application Ref. No.
3593804062023406

Sd/-
(Monal Manerikar)
Asst. Registrar of Coop. Societies
South Zone, C Type Quarters, C-2(Ground Floor),
PWD Complex, Fatorda, Margao - Goa. 403602

Dated:- 09/10/2023

Notification

5-2028-2023/ARSZ/HSG/2752

Date: 09-Oct-2023

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "**The Oujilvie Apartments Co-operative Housing Maintenance Society Limited Murida Pequeno, Near Mesquita Agency, Nuvem, Salcete**" - Goa is registered under code symbol No.- **RCSSZ2023240082**.

Application Ref. No.
3593812072023423

Sd/-
(Monal Manerikar)
Asst. Registrar of Coop. Societies
South Zone, C Type Quarters, C-2(Ground Floor),
PWD Complex, Fatorda, Margao - Goa. 403602

Dated:- 09/10/2023

C E R T I F I C A T E O F R E G I S T R A T I O N

"**The Oujilvie Apartments Co-operative Housing Maintenance Society Limited, Murida Pequeno, Near Mesquita Agency, Nuvem, Salcete**" - Goa has been registered on **09/10/2023** and its bears registration Code symbol No. **RCSSZ2023240082** and its classified as "**Co-operative Housing Society**" under sub-Classification "**No.7-(d)-Co-operative Housing Maintenance Society**" in terms of rule 8 of the Goa Co-operative Societies Rules, 2003.

Application Ref. No.
3593812072023423

Sd/-
(Monal Manerikar)
Asst. Registrar of Coop. Societies
South Zone, C Type Quarters, C-2(Ground Floor),
PWD Complex, Fatorda, Margao - Goa. 403602

Dated:- 09/10/2023

Order

164-1/16-17/ARCS/PZ/GEN/2092

Date: 12-Feb-2025

Read:

- 1) Letter dated 07/02/2025 received from Official Assignee of Sahara Nagamasjid Self Help Group Coop. Society Ltd; Nagamasjid Curti, Ponda -Goa.
- 2) This Office Judgment and Order of even No. dated 02/09/2024.
- 3) Letter no. nil dated 21/08/2024, received from the members of Sahara Nagamasjid Self Help Group Coop. Society Ltd; forwarding there under minutes of Special General Body meeting and requesting for De- Registration of Self Help Group.
- 4) This Office Registration Certificate no.GEN (C)-129/ARCS/ PZ/ Goa dated10/04/2017.

Whereas, the Sahara Nagamasjid Self Help Group Coop. Society Ltd; Nagamasjid, Curti, Ponda- Goa was registered under code symbol no. GEN (C)-130/ARCS/PZ/Goa dated 10/04/2017 with the main objects as specified in the Byelaws no. 3 of the Society.

And whereas, vide letter dated 21/08/2024 referred at (3) above, received from the members of aforesaid Self Help Group, it has been informed that after Covid-19 Pandemic the group has stopped working. The society has refunded shares and deposits to its members and has submitted proceedings of Special general body meeting wherein it has unanimously decided to deregister the Society.

And whereas, vide Judgement and Order dated 02/09/2024 referred at (2) above, this office had appointed Official Assignee under section 20(3) to realise the assets and liquidate the liabilities of the Society.

And whereas, vide letter dated 07/02/2025 referred at (1) above, it has been informed by the Official Assignee that no proper records as required under provision of Act was maintained by the society as such society is found not Audited since inception. The working of the society has also stopped from March 2020 and the Society has refunded the shares and deposits to its members. However only minimum balance kept at credit of Bank Account of the Society has been equally distributed to the members and unclaimed amount has been deposited in surplus fund account of the Department.

This Authority having fully satisfied and convinced that the process of deregistration of the society is complied. I am therefore inclined to pass the following order.

O R D E R

By virtue and exercise of the powers vested in me under the provision of Section 20, of Goa Cooperative Societies Act 2001, I, Pankaj V Marathe, Asstt. Registrar of Coop. Societies, Ponda Zone, Ponda Goa, hereby De-register Sahara Nagamasjid Self Help Group Coop. Society Ltd; Nagamasjid, Curti, Ponda-Goa bearing registration GEN (C)-129/ARCS/PZ/Goa dated 10/04/2017 with effect from the date of issue of this order. Further, the society shall from the date of such order of De- Registration be deemed to be dissolved and shall cease to exist as a corporate Body.

Given under my Hand and Seal of this office on this 12th day of February, 2025.

(PANKAJ V. MARATHE)
Asstt. Registrar of Coop. Societies,
Ponda Zone, Ponda-Goa.

Order

165-1/16-17/ARCS/PZ/GEN/2090

Date: 12-Feb-2025

Read:

- 1) Letter dated 07/02/2025 received from Official Assignee of Madina Nagamasjid Self Help Group Coop. Society Ltd; Nagamasjid Curti, Ponda -Goa.
- 2) This Office Judgment and Order of even No. dated 02/09/2024.
- 3) Letter no. nil dated 20/08/2024, received from the members of Madina Nagamasjid Self Help Group Coop. Society Ltd; forwarding there under minutes of Special General Body meeting and requesting for De- Registration of Self Help Group.
- 4) This Office Registration Certificate no.GEN (C)-130/ARCS/ PZ/ Goa dated10/04/2017.

Whereas, the Madina Nagamasjid Self Help Group Coop. Society Ltd; Nagamasjid, Curti, Ponda- Goa was registered under code symbol no. GEN (C)-130/ARCS/PZ/Goa dated 10/04/2017 with the main objects as specified in the Byelaws no. 3 of the Society.

And whereas, vide letter dated 20/08/2024 referred at (3) above, received from the members of aforesaid Self Help Group, it has been informed that after Covid-19 Pandemic the group has stopped working. The society has refunded shares and deposits to its members and has submitted proceedings of Special general body meeting wherein it has unanimously decided to deregister the Society.

And whereas, vide Judgement and Order dated 02/09/2024 referred at (2) above, this office had appointed Official Assignee under section 20(3) to realise the assets and liquidate the liabilities of the Society.

And whereas, vide letter dated 07/02/2025 referred at (1) above, it has been informed by the Official Assignee that no proper records as required under provision of Act was maintained by the society as such society is not found Audited since inception. The working of the society has also stopped from March 2022 and society has already refunded the shares and deposits to its members. However only minimum balance kept at credit of Bank Account of the Society has been equally distributed among the members and unclaimed amount has been deposited in surplus fund account of the Department.

This Authority having fully satisfied and convinced that the process of deregistration of the society is complied. I am therefore inclined to pass the following order.

O R D E R

By virtue and exercise of the powers vested in me under the provision of Section 20, of Goa Cooperative Societies Act 2001, I, Pankaj V Marathe, Asstt. Registrar of Coop. Societies, Ponda Zone, Ponda Goa, hereby De-register Madina Nagamasjid Self Help Group Coop. Society Ltd; Nagamasjid, Curti, Ponda-Goa bearing registration GEN (C)-130/ARCS/PZ/Goa dated 10/04/2017 with effect from the date of issue of this order. Further, the society shall from the date of such order of De- Registration be deemed to be dissolved and shall cease to exist as a corporate Body.

Given under my Hand and Seal of this office on this 12th day of February, 2025.

(PANKAJ V. MARATHE)
Asstt. Registrar of Coop. Societies,
Ponda Zone, Ponda-Goa

Order

8-3/13-14/ARPZ/CFS/Reg./2137

Date: 24-Feb-2025

Read:

- 1) Letter dated 10/02/2025 received from Liquidator of Shree Anant Sai Collective Farmers Cooperative Society Ltd; Savoi Verem, Volvoi- Ponda Goa
- 2) Letter dated 26/01/2025 received from the Members of Shree Anant Sai Collective Farmers Cooperative Society Ltd; Savoi Verem, Volvoi- Ponda Goa.
- 3) This Office Order No.8-2/23-24/ARPZ/FRMG/ADM/102 dated 12/04/2024.
- 4) This Office Interim Order No. 8-2/23-24/ARPZ/FRMG/ADM/3037 dated 04/03/2024
- 5) Letter dated 12/12/2023, received from the members of Shree Anant Sai Collective Farmers Cooperative Society Ltd; Savoi Verem, Volvoi- Ponda Goa
- 6) This Office Registration Certificate No.ARCS/PZ/CFS-2/6(a)/Goa dated 29/01/2024.

Whereas, Shree Anant Sai Collective Farmers Cooperative Society Ltd; Savoi Verem, Volvoi- Ponda Goa was registered under code symbol no. ARCS/PZ /CFS-2/6(a)/Goa dated 29/01/2014 with the main objects as specified in the Byelaws no.3(b) of the Society.

And whereas, vide letter dated 12/12/2023 referred at (5) above, received from the members of aforesaid Society it has inform that, society is not operating since 2019 and the society has refunded all the shares and deposits to its members. The members have unanimously decided to close the existence of the society and de-register it in good faith and has submitted resolution to that effect held during special general meeting in this regard.

And whereas, vide Interim Order dated 02/09/2024 referred at (4) above, issued under section 92(1)(b) of the Act the society was asked to submit its explanation if any, as to why the society should not be wound up.

And whereas no reply was submitted by the society within given period of time, this office vide Order dated 12/4/2024 placed at (3) above had appointed Liquidator u/s 92 read with Rule 129 of Goa Coop. Societies Act for winding up of the society.

And whereas, vide letter dated 26/01/2025 referred at (2) above, in reply to Liquidators letter dated 20/01/2025, the Chairman, Vice Chairman and the Secretary, on behalf of all members of the society has informed that the society has completed audit upto the financial year 2014- 2015. However, documents and other records for the subsequent period are untraceable, as it were given to co-operator during the pandemic for preparing statements of Accounts and got misplaced there, as such it is possible to hand over the same to the liquidator for further needful action. Further, it is informed that Society has settled all members' dues from their share capital and deposits. Unfortunately, due to various reasons including the COVID-19 pandemic, Society's operation has ceased. Society have paid the Audit fees for Audit completed period and paid the filling fees along with late fees.

And whereas vide letter dated 26/1/2025 it has further informed that society's current financial status is No assets available for liquidation, No liabilities to be settled and only balance of approximately Rs.230.00 in the society's bank account. As such the members have given their consent to the winding up of the society as per the provisions of the Law. and assured that they will not raise any objections during the Liquidation process and will not claim any amount from the society or the liquidator in the future. And requested to initiate the winding up process on an 'as is-where is basis' and deregister the society at the earliest.

And whereas vide letter dated 10/02/2025 placed at (1) above the Liquidator has informed that society has failed to handover books of Accounts and other relevant records from 2015 onwards and in absence of same liquidator is unable to prepare statements of Accounts w.e.f 2015-2016 onwards for winding up of the Society as per Rule 129 of the Act. However Society has paid all the government dues and there are no any dues payable by the society. All the other procedure of wind up of the society as per provision of the Act is followed and has requested the Authority to initiate further necessary course of action in the matter.

And whereas, the society has paid audit fees of Rs. 180/- vide Challan no.154 on 28/04/2016 and filing fees along with late fees of Rs. 7050/- respectively for the year 2014-2015 on 25/01/2024 vide challan dated 25/01/2024 and no other dues are payable to government.

In view of above, this Authority having fully satisfied and convinced that the process of winding up of the society is complied. I am therefore inclined to pass the following order.

O R D E R

By virtue and exercise of the powers vested in me under the provision of Section 20, of Goa Cooperative Societies Act 2001, I, Pankaj V Marathe, Asstt. Registrar of Coop. Societies, Ponda Zone, Ponda Goa, hereby De-register Shree Anant Sai Collective Farmers Cooperative Society Ltd; Savoi Verem, Volvoi-Ponda Goa, bearing registration no. ARCS/PZ /CFS-2/6(a)/Goa dated 29/01/2014 with effect from the date of issue of this order. Further, the society shall from the date of such order of De- Registration be deemed to be dissolved and shall cease to exist as a corporate Body.

Given under my Hand and Seal of this office on this 24th day of February, 2025.

(PANKAJ V. MARATHE)
Asstt. Registrar of Coop. Societies,
Ponda Zone, Ponda-Goa.

Order

ARCS/CZ/HSG/147/ADM/50/2471

Date: 13-Dec-2023

Read:

1. Letter dated 23/11/2023 from the Members of Satchitanad Cooperative Housing Society Ltd., Mardol Goa.
2. Letter dated 14/12/2022 from Ex-Secretary of Satchitanad Co-operative Housing Society Ltd., Mardol Goa.
3. Letter dated 7/02/2000 from the Chairman of Satchitanad Co-operative Housing Society Ltd.,Mardol Goa.

4. Certificate of Registration bearing registration No.ARCS/CZ/HSG(b)-147/ADM/90 dated 17/01/1991

WHEREAS, Vide letter dated 23/11/2023 referred at Sr. No.1 above the members of Satchitanand Co-operative Housing Society Ltd., Mardol Goa has submitted the resolution of the Special General Body meeting held on 5/11/2023 resolving therein to de-register Satchitanad Co-operative Housing Society Ltd., Mardol Goa

AND WHEREAS, Vide letter dated 14/12/2022 referred at Sr.No.2 received from the ex-secretary, it has informed that the society was registered in the year 1991 to avail the plot under Co-op Housing Society and since the said plot was sold to the other party, they were unable to avail the facility of plot under the said society and as per their decision they have decided to close the said society intimation to the Asstt. Registrar Panaji in the year 1991.

AND WHEREAS, Vide letter dated 7/02/2000 referred at Sr.No.3 the chairman of the society has informed that, they have not purchased any plot nor they have constructed any houses for their society members. They have also not audited Account of the society as there are no transactions in their Account.

I am therefore inclined to pass the following order.

ORDER

In exercise of the powers vested in me under section 19 of the Goa Cooperatives Societies Act,2001, I Shri Pankaj V Marathe, Asstt Registrar of Co-operative Societies, Ponda Zone , Ponda Goa is satisfied that the purpose for which society was registered was not served and also no useful purpose will be served by merely continuing the existence of Satchitanad Co-operative Housing Society Ltd.,Mardol Goa and hence the registration of the society stands cancelled with immediate effect.

Given under my hand and seal of this day of 11th December 2023

(Pankaj V. Marathe)
Asstt. Registrar of Coop. Societies,
Ponda Zone, Ponda – Goa

Department Of Environment & Climate Change

Order

22-2-2024/DIR/ENVT&CC/2114
ORDER

Date: 26-Feb-2025

Government of Goa hereby constitutes the committee for examining all the reports of accretion and erosion in the State of Goa prepared by various National Institutes, carry out ground truthing, and prepare consensus report for the same and to identify coastal stretch for implementation of pilot project for Sand Motor Technology in the State of Goa.

The Committee shall comprise of the following members:

Sr. No.	Name	Designation
1.	Director, CSIR-National Institute of Oceanography	Chairperson
2.	Dr. Bastiaan Huisman, Senior Advisor on Coastal Morphology, Department of Applied Morphodynamics, Deltares, Delft, Netherlands	Member

3.	Mr. Hans de Vroeg, Senior Advisor on Coastal Morphology, Department of Resilient Ports and Coasts, Deltares, Delft, Netherlands	Member
4.	Mr. Aruna Kumar Avula, Scientist-F, National Institute of Technology (NIOT), Chennai	Member
5.	Mr. V. Ramanadhan, Group Head, Coastal Processes and Shoreline Management, National Centre for Coastal Research (NCCR), Chennai	Member
6.	Smt. Preethi Sekar, Scientist-C, National Centre for Coastal Research (NCCR), Chennai	Member
7.	Dr. S. Rajakumari, Scientist-E, National Centre for Sustainable Coastal Management (NCSCM), Chennai	Member
8.	Dr. Reji Srinivas, Scientist-E, National Centre for Earth Science Studies (NCESS), Kerala	Member
9.	Dr. Jiweshwar Sinha, Scientist-E, Central Water and Power Research Station (CWPRS), Pune	Member
10.	Smt. Tripti Sah, IFS, Additional Director, Institute of Environmental Studies and Wetland Management (IESWM), Kolkata	Member
11.	Shri. Ratheesh Ramakrishnan, Scientist F, Space Applications Centre (SAC)- ISRO, Ahmedabad	Member
12.	Prof. K. Srinivasa Raju, Professor, Institute of Remote Sensing, Anna University, Chennai	Member
13.	Dr. Alvarinho Luis, Scientist-F, National Centre for Polar and Ocean Research (NCPOR), Vasco-da-Gama	Member
14.	Gipson Miranda, Executive Engineer, Water Resources Department, Goa	Member
15.	Dr. R. Mani Murali, Principal Senior Scientist, CSIR-National Institute of Oceanography (NIO), Dona Paula	Member Convenor

All the meetings will be held via video conferencing.

This is issued with the approval of the Government vide U.O. No. 402/F dated 04/02/2025.

(Sachin S. Desai)
Director (Environment & CC)



Department of General Administration

Order

17/3/81-GAD-I/876

Date: 28-Feb-2025

On the recommendation of the Departmental Promotion Committee, as conveyed by the Goa Public Service Commission vide its letter No. COM/II/11/58(1)/2025/406 dated 07/02/2025, the below mentioned Legal Assistants, in the Law Department (Legal Affairs), Secretariat, Porvorim are hereby promoted on regular basis to the post of Superintendent (Legal/Drafting) (Group 'B', Gazetted), in the Secretariat, in the Level -7 of the Pay Matrix as per C.C.S. (Revised Pay) Rules 2016, with immediate effect.

1. Kum. Gauri Damodar Naik
2. Smt. Shayani U. Naik
3. Shri. Jeetendra R. Naik
2. The above officers shall exercise option for fixation of their pay in the promotional grade, in terms of provisions of F. R. 22. (1)(a)(1) within a period of one month from the date of their promotion as Superintendent (Legal/Drafting). The option once exercised shall be final.
3. The expenditure towards pay and allowances of the officers shall be debited to the Budget Head "2052 - Secretariat General Services, 00 -, 090 - Secretariat. 01- Department of Personnel & Administrative Reforms, 01-Salaries".
4. The above Officers shall be on probation for a period of 2 years from the date of joining the post.

By Order and in the name of
the Governor of Goa

(Shreyas Dsilva)
Under Secretary (GA)

Order

17/3/81-GAD-I/877

Date: 28-Feb-2025

On the recommendation of the Departmental Promotion Committee, as conveyed by the Goa Public Service Commission vide its letter No. COM/II/11/58(1)/2025/406 data 07/02/2025, Smt. Vassundara B. Naik Kurade, Legal Assistants, in the Law Department (Legal Affairs), Secretariat, Porvorim is hereby promoted on officiating basis to the post of Superintendent (Legal/Drafting) (Group 'B' Gazetted) in the Secretariat, in the Level - 7 of the Pay Matrix as per C.C.S. (Revised Pay) Rules 2016, with immediate effect.

2. The above Officer is promoted on “officiating basis” against Scheduled Tribes Vacancy.
3. The above officiating promotion shall not bestow on the promoted officer any claim for regular promotion and service rendered on officiating basis in the Grade will not count for the purpose of seniority in that grade or for eligibility for promotion to the next higher grade.
4. The expenditure towards pay and allowances of the officer shall be debited to the Budget Head "2052 - Secretariat General Services, 00 -, 090 - Secretariat. 01- Department of Personnel & Administrative Reforms, 01-Salaries".

By Order and in the name of
the Governor of Goa

(Shreyas Dsilva)
Under Secretary (GA)

————◆◆◆————

Department of Home

Notification

24/12/2017-HD(G)/613

Date: 26-Feb-2025

In exercise of the powers conferred under sub-rule (1A) of Rule 4 of the Scheduled Castes and the Scheduled Tribes (Prevention of Atrocities) Amendment Rules, 2016, the Government of Goa hereby specifies the following panel of Public Prosecutors for conducting cases in the Special Courts in the North Goa District and South Goa District, namely: -

North Goa District	South Goa District
1. Anuradha Talaulikar	1. V. G. Costa
2. Anna Braganza e Mendoza	2. Devanand Korgaonkar
3. Roy D'Souza	3. Utkarsh B. Avde
4. Archana Bhobe	4. Sanjay Samant
5. Ralston Barreto	5. Govind Gaonkar
6. Jennifer Santamaria	6. Darshan Gawas
7. Tema Narvekar	7. Jyotin Thakkar
8. Rajaram Dessai	
9. Shilpa Nagvenkar	
10. Prashila Narlukar	
11. Narayan Kalangutkar	
12. Coleman Rodrigues	
13. Swati Parab Gaonkar	
14. Shivram Patil	

The aforesaid panel shall remain in force for a period of three years from the date of publication of this Notification in the Official Gazette.

By Order and in the name of
the Governor of Goa

(Manthan Manoj Naik)
Under Secretary (Home-II)

————◆◆◆————

Labour & Employment

Notification

28/02/2025-LAB/120

Date: 17-Feb-2025

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 31/01/2025 in Case Ref. No.IT/01/2009 is hereby published as required under section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By Order and in the name of
the Governor of Goa.

(Amalia O. F. Pinto)
Under Secretary (Labour)

**IN THE INDUSTRIAL TRIBUNAL AND LABOUR COURT
GOVERNMENT OF GOA AT PANAJI**

(BEFORE MRS. VIJAYALAXMI SHIVOLKAR, HON'BLE PRESIDING OFFICER)

Ref. No. IT/01/2009

Shri M. Selvaraj,
C/o Shankar Bar,
Margao Road, Dhavlimol,
Ponda – Goa Workman/Party I

V/s

M/s. M.R F Ltd.
Tisk, Usgao,
Ponda - Goa. Employer/Party II

Workman/Party I represented by Ld. Adv. Ms. S. Narvekar

Employer/Party II represented by Ld. Adv. Shri. G. K. Sardessai

AWARD

**(Delivered on this the 31st Day of the Month
of January of the Year 2025)**

By Order dated 17/12/2008 bearing No. 28/22/2008-LAB/1731, the Government of Goa in exercise of powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, (Central Act 14 of 1947)(hereinafter referred to as the “said Act”), the Government of Goa referred the present dispute for adjudication to the Industrial Tribunal of Goa at Panaji Goa, constituted under section 7-A of the said Act:

SCHEDULE

- (1) Whether the action of the management of M/s. M.R.F. Ltd. Usgao, Goa, in terminating the services of Shri M. Selveraj, Trainee Operator with effect from 05/02/2007, is legal and justified?
- (2) If not, what relief the workman is entitled to?”

2. Upon receipt of the reference, it was registered as IT/01/2009 and registered A/D notices were issued to both the Parties. Pursuant to service of notices, the Party I filed the Statement of Claim at Exhibit 3.

3. The Workman/Party I states that he joined the services of the Party II/management on 03/09/1999 as an 'Operator-Trainee' in the Factory at Goa and that from the date of his appointment, he had been discharging his duties in a sincere manner and has got unblemished service record. He further states that he was designated as an operator-trainee, training was imparted on him only for a few weeks and subsequently, he was assigned same duties as that of permanent workman. The Workman/Party I states that thereafter, the management issued him a letter dated 03.09.1999, stating that the understanding between the Workman and the management was that his services will be transferred to Pondy Unit on the scales applicable to Pondicherry Unit and on transfer to Pondicherry, the Workman will be eligible for stipend applicable to Pondicherry Unit. The Workman states that while he was doing the same work, which was done by the permanent workman, he was having expectation that he would be confirmed in service but that thereafter, to his shock and surprise, the Party II/Management again issued an order of trainee appointment dated 27/10/1999 as if he was freshly appointed in the Party II/Factory. In the aforesaid order, the Party II has stated that the period of training is for 3 months starting from 27/10/1999 and ending on 26/01/2000. The Party I/Workman states that though he was entitled for being confirmed in service, the Party II/Management again appointed him under the designation "trainee". The Party I states that during the aforesaid so-called training period, he was not at all given any training and was doing the same work as performed by the permanent workmen and the work assigned to him was Tyre Building in the Tyre Building Department.

4. The Party I states that thereafter, the period of so-called training had been extended by the Party II/Management from time to time till 31/08/2002 and vide order dated 09/08/2002, he was placed under probation by the Party II. The Party I states that during the period he was placed under probation also he was discharging his duties in a sincere manner and to the utmost satisfaction of his superior Officers. The nature of work performed by him was the same as that of a permanent workman. However, the management with an intention to deny him the status and privileges of permanent workman, continued to engage him as a probationer till 30/11/2005. During the period of probation also the Party I performed his duties to the fullest satisfaction of his superiors and has unblemished service records. However, the management without properly taking into consideration the employment of the Party I, issued an order of termination of probationary appointment dated 01/12/2005 to the Party I.

5. The Party I being aggrieved by the Order of Termination issued to him by the Party II, and being entitled for permanent status, approached the Party II/Management to reinstate him back in service. Thereafter, the Party II again took him back into service under the designation "TRAINEE OPERATOR" vide order dated 10/12/2005 stating that he will be on training period for 2 years and he may be absorbed in the employment of the company at any time during the training period at its discretion.

6. The Party I states that being shocked at the attitude of the management in again appointing him under designation "trainee" though he was having more than six years of service under the Party II/Company, sought for permanent status under the Party II/Management. The Party II informed him that he will be confirmed in service within a few months and if he does not accept the appointment order designating him as "trainee", he will be terminated immediately. The Party I with no other option was constrained to work under the designation "trainee". The Party I further states that during the aforesaid so-called training period also, he has not undergone any training and was doing the same work as that of a permanent workman. Thereafter, the Party II vide an order dated 05/02/2007, terminated the services of the Party I without following the provisions of law.

7. The Party I states that the Party II is in a practice of violation of various labour welfare legislation and further states that though number of workmen performed the same work as done by the permanent workman, by engaging them under various designations namely "contract labour", "trainee" and "probationer", there was a great discrimination in respect of wages and other privileges between other permanent workmen and them. If any workman seeks permanent status and seeks to extend labour welfare measures to him, the Party II would throw him out of employment. The Party I/Workman states that he is one of such victim aggrieved by the aforesaid conduct of the Party II. It is, therefore, submitted that the order of termination from service issued to the Party I is unsustainable in law, is unjust, unfair, unreasonable and an unfair labour practice on the part of the Party II/Management.

8. It is submitted that the order of termination from service of the Party I/Workman on completion of his probation, vide letter dated 01/12/2005, is illegal and unsustainable and prayed that this Tribunal may be pleased to pass an Award directing the reinstatement of the Party I/Workman in service with continuity in service, back wages and other consequential benefits.

9. The Party II filed their Written Statement at Exhibit 4. The Party II submits that the Party I was engaged as a 'Trainee' vide Trainee Appointment Letter dated 10/12/2005 for a period of 2 years as per the training scheme of the Party II. The Party II submits that the training and the work performance of the Party I was reviewed periodically during the training period but the same was found to be unsatisfactory throughout the training period for which the Party I was advised from time to time to improve his performance but failed to do so. Party II submits that the trainee appointment of the Party I was terminated vide letter dated 05.02.2007 and thereafter the Party I settled all his claims and legal dues in full and final settlement with the Party II Company.

10. The Party II submits that the engagement of the Party I was purely as a trainee and was undergoing training in the department allotted to him and that he was earning stipend and not wages as earned by regular workmen of the Party II Company. Party II submits that the termination of the Party I was in accordance with the terms of his employment and as provided for in the Certified Standing Orders of the

Company and that the Party I is not entitled for any relief more so as the termination of Party I is in accordance with the terms of his employment and has been effected during his training period.

11. Party II submits that the training period of Party I was being extended to afford the Party I an opportunity to show improvement in his performance and denied that the nature of work performed by the Party I was the same as that of permanent workman of the Party II and further submits that the Party I was not entitled for permanent status. The Party II submits that as the Party I failed to show improvement during his fresh trainee appointment, his appointment came to be terminated on 05.02.2007.

12. It is categorically denied that the management is in the practice of violation of various labour welfare legislations. The Party II denies that termination of the Party I is unjust, unfair or unreasonable or that the same amounts to unfair labour practice and further denies that the termination of Party I amounts to retrenchment within the meaning of section 2(00) of the Industrial Disputes Act,1947. The Party II denies that the Party I has worked continuously without any break and further submits that the termination of Party I was just and legal and effected in accordance with terms of employment and therefore prays that the present reference may please be rejected.

13. Considering the Claim Statement of Party I, the Written Statement filed by the Party II and the Rejoinder on behalf of Party I, following issues were framed on 23.11.2010.

ISSUES

1. *Whether Party I prove that he has worked continuously for 240 days every year from his appointment till termination?*
2. *Whether Party I prove that he was performing the duties of a permanent workman?*
3. *Whether Party I prove that his termination is illegal and without following provisions of Section 25 N and F of the Industrial Dispute Act?*
4. *Whether Party II prove that Party I was a trainee?*
5. *Whether Party II prove that performance of Party I was unsatisfactory during training period?*
6. *What Order and Award?*

14. I have gone through the records i.e. the pleadings, the oral as well as documentary evidence adduced by both the Parties, the written synopsis filed as well as the oral arguments advanced by both the Parties and after considering the same my findings on the issues with reasons are as follows:

Issue No.1, 2 & 3 : In the Negative

Issue No. 4 & 5 : In the Affirmative

Issue No. 6 : As per Final Order

REASONS**15. Issue No. 1, 2 and 3:**

It is in the evidence of the Party I/Workman that he joined the services of the Party II on 03/09/1999 as an operator-trainee in the factory at Goa. The Party I states that from the date of his appointment, he had been discharging his duties in a sincere manner and he has got unblemished service record. Though the Party I was designated as an operator-trainee, training was imparted on him only for a few weeks and subsequently, he was assigned same duties as that of a permanent workman. The Party I respectfully submits that thereafter, the management issued him a letter dated 03/09/1999, stating that the understanding between the Party I and the Party II was that his services will be transferred to Pondy Unit on the scales applicable to Pondicherry Unit and on transfer to Pondicherry, the Party I will be eligible for stipend applicable to Pondicherry Unit. The Party I submits that while he was doing the same work, which was done by the permanent workman, he was having expectation that he would be confirmed in service. It is submitted that thereafter, to his shock and surprise, the Party II again issued an order of trainee appointment dated 27/10/1999 as if he was freshly appointed in the Party II Factory. In the aforesaid order, the management has stated that the period of training if for 3 months starting from 27/10/1999 and ending on 26/01/2000. Though the Party I was entitled for being confirmed in service, the Party II again appointed him under designation "trainee". The Party I submits that during the aforesaid so-called training period, he was not at all given any training and was doing the same work as performed by the permanent workmen. The works assigned to the Party I was Tyre Building in the Tyre Building Department.

16. The Party I stated that thereafter the period of so-called training had been extended by the Party II from time to time till 31/08/2002 and vide order dated 09/08/2002 the Party II placed him under probation. According to Party I that during the period he was placed under probation also, he discharged his duties in a sincere manner and to the utmost satisfaction of his superior Officers. The nature of work performed by the Party I was the same as that of a permanent workman. As against this, it is the contention of Party II Employer that the Party I was engaged as a trainee vide trainee appointment letter dated 10/12/2005 for a period of 2 years as per the training scheme of the Party II.

17. The Party II submitted that the training and the work performance of the Party I was reviewed periodically during the training period but the same was found to be unsatisfactory throughout the training period. The Party I was advised from time to time to improve his performance but failed to do so.

18. Party II submits that the trainee appointment of the Party I was terminated vide letter dated 05.02.2007 and thereafter the Party I settled all his claims and legal dues in full and final settlement with the Party II Company. The Party II identified the application dated 08/12/2005 and also identified his signature on it. This is an application for the post of trainee supervisor which is filed on 08/12/2005 whereas the Party I has admitted of his service being terminated on 01/12/2005 and further admitted of he being not employed with the Party II since the date of his termination till filing of fresh application. As regards to his initial appointment with Party II, it has been admitted by Party I that his initial appointment was as a trainee, which appointment was extended on time to time by issuing written orders. It is further admitted that in the letter of extension of appointment as trainee, Party I has specified from time to time that he requires improvement. Pursuance to his application at Exhibit 28, the Party I/Workman was appointed as a trainee operator vide letter dated

10/12/2005 at Exhibit 24. Vide letter dated 05/02/2007 at Exhibit 25 as trainee appointment is terminated on the ground that he was not suitable for the job during the training period. The Party I/Workman admitted that as per clause-1 of the trainee appointment letter at Exhibit 24, he would be on training for 2 years and that his service would be terminated without notice and without assigning any reasons thereto. The Party I/Workman has not produced any documentary evidence other than his own oral statements made on Affidavit to prove that he was assigned duties of a permanent workman or that the nature of work carried out by him was equivalent to that of the permanent workman, the Party II/ Employer has specifically denied that he was imparted training throughout his training period of 2 years as per trainee appointment letter. As per the documentary evidence, the trainee appointment letter was issued on 10/12/2005 and his trainee appointment was terminated vide letter dated 05/02/2007 that means his training appointment letter was terminated after 14 months and not upon the completion of 2 years in terms of Clause 12. In his evidence, the Party I/Workman further admitted that the permanent employees are covered by settlement and that they are entitled to service increments. When confronted with his Pay Slips of Feb. 2006 and Dec. 2006 at Exhibit 26 Colly, Party I/Workman admitted that the Pay Slips produced on record do not reflect the benefits which are otherwise given to the permanent employees thus there is no iota of evidence by Party I/Workman to show that he was continuously employed with the Party II/Employer or that he carried out the job of a permanent employee or that he was paid salary and other benefits similar to that paid to the permanent workmen. The Party II/Employer while defending the claim of the Party I/Workman has continuously taken a clear stand that in terms of the condition of the service of the Party I with the Party II as per clause-1 of Contract of Service, during the training period a trainee can be terminated without assigning any reason. It is further the contention of the Party II/Employer that the reference to this Tribunal is confined to legality and justification of the Employer in terminating the services of the Party I and that the terms of reference does not refer to the claim for permanency as such the Tribunal has to confine itself within the scope of matter of reference and cannot travel beyond the same. In support of its contention, the Employer/Party II placed reliance on the citations below:

19. The Industrial Tribunal/Labour Court constituted under the Industrial Dispute Act is a creature of that statute. It acquires jurisdiction on the basis of reference made to it. The Tribunal has to confine itself within the scope of the subject matter of reference and cannot travel beyond the same. This is the view taken by this Tribunal in number of cases including in the case of **National Engineering Industries Limited v/s State of Rajasthan & ors. 2000(1) SCC 371.**

20. In **Sindhu Resettlement Corporation Ltd. v/s Industrial Tribunal of Gujarat and ors. (1968) I LLJ 834 SC**, their lordships of the Supreme Court have emphasized the importance of drafting of reference under section 10 of the Industrial Disputes Act. This has been observed in the case as under at. 839: “If no dispute at all is raised by the employees with the management, any request sent by them to the Government would only be a demand by them and not an industrial dispute between them and their employer. An industrial dispute, as defined, must be a dispute between employers and workmen.

21. In the case of **Delhi Cloth & General Mills Co. Ltd vs The Workmen & ors reported in 1967 AIR 469,1967 SCR (1) 882**, the Apex Court observed as under:

4. Whether the 'sit-down' strike at the Swatantra Bharat Mills from 23-2-1966 is justified and legal and whether the workmen are entitled to wages during the period of the strike?"

The Company prayed before the Tribunal that issues 1,3 and 4 in the reference may be decided as preliminary issues before the parties are called upon to hold their evidence. The management contended that as regards issues 3 and 4, the fundamental basis of these two matters was that there was a strike at the Delhi Cloth Mills and a sit down strike at the Swatantra Bharat Mills at the Delhi Cloth Mills and the only question referred for decision related to the legality and justification of the said strikes. The Unions contended that there were no strikes at all at the Delhi Cloth Mills. While it is open to the appropriate Government to refer the dispute or any matter appearing to be connected therewith for adjudication, the Tribunal must confine its adjudication to the points of dispute referred and matters incidental thereto. In other words, the Tribunal is not free to enlarge the scope of the dispute referred to it but must confine its attention to the points specifically mentioned and anything which is incidental thereto. Apart from the consideration of the various decision cited at the Bar, the view taken of issues (3) and (4) is that the third and fourth terms of reference are founded on the basis that there was a strike at the Delhi Cloth Mills and a sit down strike at the Swatantra Bharat Mills and there was a lockout declared by the management of the Delhi Cloth Mills on 24 February 1966. On this order of reference, it was not competent to the workmen contended before the Tribunal that there was no strike at all and it was not open to the management to say that there was no lockout declared by it. The cases discussed go to show that it is open to the parties to show that the dispute referred to was not an industrial dispute at all and it is open to them to bring out the ramifications of the dispute. But they cannot be allowed to challenge the very basis of the issue set forth in the order of reference. The Parties cannot be allowed to contend that the foundation of the dispute mentioned in the order of reference was non-existent and that the true dispute was something else.

The Tribunal had to examine issues 3 and 4 on the basis that there was strike at the Delhi Cloth Mills unit and a sit-down strike at Swatantra Bharat Mills unit and there was a lockout declared in regard to Delhi Cloth Mills. It is for the Tribunal to examine the evidence only on the question as to whether the strikes were justified and legal.

In our opinion, therefore, the Tribunal had to examine issues 3 and 4 on the basis that there was a strike at the Delhi Cloth Mills unit and sit-down strike at Swatantra Bharat Mills and that there was a lock-out declared with regard to the former as stated in the third term of reference. It was for the Tribunal to examine the evidence only on the question as to whether the strikes were justified and legal. It then had to come to its decision as to whether the workmen were entitled to the wages for the period of the lock-out in the Delhi Cloth Mills and for the period of the sit down strike at the Swatantra Bharat Mills"

22. In the case of **Firestone Tyre and Rubber Co. vs. Workmen reported in 1981(II) LLJ 218**, the Apex Court held that:

"In this case the points of dispute were specified in the schedule to the order of reference, and the Tribunal was therefore required to confine its adjudication to those points and matters that were incidental to them. From a reading of demands l(A) and l(B) as a whole it is clear that the demand for reinstatement in respect of both groups of workmen as made arises on the alleged invalidity of the action taken by the management in dismissing these workmen. The issue of unfair labour practice or discrimination by reason of subsequent reinstatement on a permanent basis of some and not all the 25 workmen was not a matter referred to the Tribunal for adjudication, nor it can be said to be in any way connected with or incidental to the right of

reinstatement claimed by the 101 workmen from the date of their dismissal. The fairness of subsequent absorption of some workmen is a matter quite irrelevant for judging the validity of the earlier dismissal of these workmen along with others; it is an entirely separate and independent question. The Tribunal also did not frame an issue on the alleged discrimination. That being so, we think the Tribunal travelled outside its jurisdiction in recording a finding of unfair labour practice and discrimination."

23. In the case of Pottery Mazdoor Panchayat vs. Perfect Pottery Co. Ltd. and anr. reported in 1979 (3) SCC 762, the Apex Court observed:

"10. Two questions were argued before the High Court: Firstly, whether the tribunals had jurisdiction to question the propriety or justification of the closure and secondly, whether they had jurisdiction to go 'into the question of retrenchment compensation. The High Court has held on the first question that the jurisdiction of the Tribunal in industrial disputes is limited to the points specifically referred for its adjudication and to matters incidental thereto and that the Tribunal cannot go beyond the terms of the reference made to it. On the second question the High Court has accepted the respondent's contention that the question of retrenchment compensation has to be decided under section 33C(2) of the Central Act. 11. Having heard a closely thought out argument made by Mr. Gupta on behalf of the appellant, we are of the opinion that the High Court is right in its view on the first question. The very terms of the references show that the point of dispute between the parties was not the fact of the closure of its business by the respondent but the propriety and justification of the respondent's decision to close down the business. That is why the references were expressed to say whether the proposed closure of the business was proper and justified. IN other words, by the references, the Tribunals were not called upon by the Government to adjudicate upon the question as to whether there was in fact a closure of business or whether under the pretence of closing the business the workers were locked out by the management. The references being limited to the narrow question as to whether the closure was proper and justified, the Tribunals by the very terms of the references, had no jurisdiction to go behind the fact of closure and inquire into the question whether the business was in fact closed down by the management.

24. Learned counsel for the appellant relies upon a judgment of this Court in *The Management of Express Newspapers Ltd. v. Workers and Staff Employed under it and others*,⁽¹⁾ in which it was observed that "if, in fact and in substance, the closure of the business is a lock out and the business has been apparently closed for the purpose of disguising a lock out and a dispute is raised in respect of such a closure it would be an industrial dispute which an Industrial Tribunal is competent to deal with. There, can, with respect, be no quarrel with this proposition but the true question which arises for consideration is whether in the instant case there was any dispute at all, whether there was in fact a closure or whether the management purported to close the business as a cloak or disguise for what in fact and substance was a lock out. As we

have shown earlier no such dispute was ever raised, the limited dispute which was raised by the appellant being whether the closure of the business was effected for a proper and a justifiable reason."

25. We are, therefore, of the view that the High Court was right in coming to the conclusion that the two Tribunals had no jurisdiction to go behind the references and inquire into the question whether the closure of business, which was in fact effected" was decided upon for reasons which were proper and justifiable. The propriety of or justification for the closure of a business, in fact and truly effected, cannot raise an industrial dispute as contemplated by the State and Central Acts."

26. Thus, it is the contention of the Party II/Employer that Party I was never conferred with the status of permanency and was merely a trainee at the time of his termination. It is further contended that the Party II employer did not confirm the Party I in service therefore no right flows to Party I merely on the basis of length of service with Party II. The termination of the trainee employee with Party I was due to unsatisfactory performance.

27. In support of its contention, the Party II/Employer placed reliance in the case of **ITC Limited vs Presiding Officer, Labour Court reported in 2006 (1) ALO 553, 2006 (2) ALT 50 AP HC** "It is well settled that unless the order of appointment or the applicable rules and regulations provide for automatic confirmation of service, mere continuance in service beyond the period of probation, without a specific order of confirmation being passed, would not enable the workman to contend that his services had been confirmed and till a specific order of confirmation is passed, the workman would continue to remain a probationer."

28. In **Dhanjibhai Ramjibai v/s State of Gujarat; 1985 II LLJ 521**; the Supreme Court has held that: "It is then submitted that the appellant enjoyed a legitimate expectation of being confirmed on the expiry of two years of probation and on successfully completing the qualifying tests and training undergone by him. We are not impressed by that contention. It was open to the State Government to consider the entire record of service rendered by the appellant and to determine whether he was suitable for confirmation or his services should be terminated. There was no right in the appellant to be confirmed merely because he had completed the period of probation of two years and had passed the requisite tests and completed the prescribed training. The function of confirmation implies the exercise of judgment by the confirming authority on the overall suitability of the employee for permanent absorption in service. A distinction is sought to be drawn between a probationer whose services are terminated on the expiry of two years and a probationer, who has completed the normal span of two years and whose services are terminated some time later after he has put in a further period of service. We are unable to see any distinction. It is perfectly possible that during the initial period of probation the confirming authority may be unable to reach a definite conclusion on whether the candidate should be confirmed or his services should be terminated. Such candidate may be allowed to continue beyond the initial period of two years in order to allow the confirming authority to arrive at a definite opinion. It seems to us difficult to hold that a candidate enjoys any greater right to confirmation if he is allowed to continue beyond the initial period of probation".

29. In the case of **K. Dasarath v/s Labour Court-I, Andhra Pradesh, Hyderabad (2002) LLR 945**, this Court held that “*a probationer cannot claim confirmation as a matter of right and it is the competent authority to judge the same taking into consideration several facts and circumstances and to make an overall assessment*”.

30. In the case of **Commissioner of Police v/s R.S. More 2003(1) SCR 452**, the Supreme Court has held: “*No specific order having been passed by any authority, certifying the satisfactory completion of probation period of the respondent, has been brought to our notice Admittedly, the order discharging the respondent, in exercise of powers under Rule 6, has been passed after the extended period of probation was over. In our view, however, that itself would not entitle the respondent to have claimed deemed confirmation in absence of the specific order to that effect*”.

31. From the observations made in the citations above, it is clear that for the purpose of confirmation of service in the nature of permanent employment there has to be a specific order from the employer confirming the services of the workman from that of the probation/trainee to permanent employee upon completion of the specified probationary period which confirmation order the Party II/Employer has not issued and that the services of the Party I/Workman has been terminated in the middle of training/probation period. The Party I/Workman has miserably failed to prove his claim of he being the permanent employee of the Party II and consequently has failed to prove that his termination is illegal and unjustified. Issue No. 1, 2 and 3 stands answered in the negative.

32. Issue No. 4 and 5:

The Employer/Party II has taken a clear defence that the Party I was employed with them as a trainee and that during the training period Party II/Employer found that the performance of the Party I was unsatisfactory and for the reasons stated above, the service of Party I was terminated when he was taken into the service as a trainee operator and was on probation for a period of 2 years. The Party II terminated his services during the training period upon finding the performance of Party I unsatisfactory. All these aspects have been clearly and elaborately discussed while giving the findings in respect of Issue No. 1, 2 and 3 and therefore considering those findings and to avoid repetition of discussion and more particularly issue No. 1, 2 and 3 having answered against the Party I and in favour of Party II, therefore to avoid any contrary decision both these issues stands answered in favor of Party II in the affirmative.

Hence the following Order:

O R D E R

- (i) Reference stands dismissed.
- (ii) No Order as to Costs.
- (iii) Inform the Government accordingly.

-Sd/-

(Vijayalaxmi Shivilkar)
Presiding Officer

Industrial Tribunal cum
Labour Court

Date: 31/01/2025;
Place: Panaji – Goa.

————◆————
Notification

28/02/2025-LAB/67

Date: 27-Jan-2025

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 08/01/2025 in Case Ref. No.IT/08/2020 is hereby published as required under section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By Order and in the name of
the Governor of Goa.

(Amalia O. F. Pinto)
Under Secretary (Labour)

**IN THE INDUSTRIAL TRIBUNAL AND LABOUR COURT
GOVERNMENT OF GOA AT PANAJI**

(BEFORE MRS. VIJAYALAXMI SHIVOLKAR, HON'BLE PRESIDING OFFICER)

Ref. No. IT/08/2020

Workman Rep. by
The President,
Kamgarancho Ekvott,
GurudattBldg, 3rd Floor,
Dr. Dada Vaidya Road,
Panaji –Goa (403001) Workman/Party I

V/s

The Managing Director,
M/s Radisson Blu Resort Goa,
Cavelossim,
Salcete Goa (403731) Employer/Party II

Workman/Party I represented by Shri Subhash Naik Jorge.

Employer/Party II represented by Ld. Adv. Shri M. S. Bandodkar.

AWARD

**(Delivered on this the 8th Day of the Month
Of January of the year 2025)**

By Order dated 13.03.2020, bearing No. 28/39/2019-LAB/202 the Government of Goa in exercise of powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, (Central Act 14 of 1947)(hereinafter referred to as the “said Act”), the existing dispute between the Management of M/s Radisson Blu Resort – Goa and Kamgarancho Ekvott, Panaji, Goa, for adjudication to the Industrial Tribunal of Goa at Panaji Goa, constituted under section 7-A of the said Act. The Schedule of reference pertaining to charter of demands is as under:

SCHEDULE

- (1) Whether Mrs. Christina Lima, Senior Housekeeping Supervisor, could be construed as workman as defined under Clause (s) of Section 2 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947)?
 - (2) If answer to issue No. (1) above, is in affirmative, then, whether the action of the management of M/s. Radisson Blue Resort Goa, Cavelossim to Mercure Goa Devaaya Retreat Hotel at Divar, Goa with effect from 12/09/2018, is legal and justified?
 - (3) If answer to issue No. (2) above is in negative then to what relief the workman is entitled?”
2. Upon receipt of the reference, it was registered as IT/08/2020 and registered A/D notices were issued to both the Parties. Pursuant to service of notices, the Party I thereafter filed the Statement of Claim at Exhibit 3.
3. In the Statement of Claim, Party I stated that the Party I/Workman was employed as a Trainee Housekeeping Supervisor with the Employer/ Party II w.e.f 10th September, 2013 vide letter dated 17.09.2013. She was confirmed after one year as a Supervisor w.e.f 15th April, 2015 vide letter dated 10th April, 2015 and vide letter dated 10.03.2017, she was promoted as Senior Housekeeping Supervisor w.e.f 01.04.2016 and her monthly salary was revised to Rs.17,600/-.
4. The Party I stated that the Party I/Workman’s monthly salary of Rs.17,600/- per month was credited to her account at State Bank of India, Margao Branch every month. Party I/Workman states that the Party II employed a large number of employees to run the hotel and in the Housekeeping Section where Party I/Workman worked, the Head of the Department was the Head of the Housekeeping Section who decided all matters in the Housekeeping including sanctioning of leave of the employees. The Head of the Department and the Deputy Housekeeper had powers to sanction leave of the employees and the Supervisors and they would also fix shift of staff.
5. The Party I/Workman states that the job of the Party I//Workman was to see whether the rooms were cleaned properly or not and if necessary, she had to co-ordinate work and clean the rooms as per the required

standard. Party I/Workman would report to Executive Housekeeping who would in turn report to his higher-ups. The leave of the Party I/Workman was sanctioned by Head of the Department or the Deputy Housekeeper.

6. Party I/Workman states the Party I/Workman was issued a charge-sheet dated 10.01.2018 leveling false charges against her wherein the charges were dropped and the enquiry proceedings that were going on were closed as there was no evidence against Party I/Workman. She was issued a letter dated 12.09.2018 stating that the enquiry in respect of charge-sheet dated 10.01.2018 was dropped. Vide another letter dated 12.09.2018 issued by Party II it was stated that her services are being transferred to MERECURE GOA DEVAAYA RETREAT with immediate effect.

7. The Party I/Workman states that it was further mentioned in the said Transfer Letter that the Party I/Workman should report to HR Department at Mercure Goa Devaaya Retreat on 12th September, 2018. The Party I/Union states that action of the Party II in transferring Party I/Workman from Radisson Blu Resort Goa at Cavelossim which is a five star Hotel to Mercure Goa Devaaya Retreat which is a three star and a different hotel at Diwar is clearly malafide besides illegal and unjustified.

8. Party I/Workman states that the Party I/Workman is a member of the trade union by the name of Kamgarancho Ekvott. The Party I/Workman states that the Union, Kamgarancho Ekvott wrote a letter to Party II dated 20.09.2018 stating that the Transfer Letter issued to the Party I/Workman is malafide, illegal and unjustified and demanded that the same be revoked. The Party II replied to the said letter of the Union. The Party II however did not revoke the Transfer Order but raised an industrial dispute before the Deputy Labour Commissioner cum Conciliation Officer vide letter dated 25.10.2018 and as no amicable settlement could be arrived, failure of conciliation dated 20.11.2019 was recorded which referred the matter to the Goa Government which in turn referred the matter for adjudication to this Tribunal. Party I/Workman states that this transfer of Party I/Workman from Cavelossim to Diwar is clearly malafide and amounts to unfair labour practice besides being illegal and unjustified. The Party I/Union states that the distance between Cavelossim and Diwar is over 180 Kms. To and fro and which involves changing several buses and ferry and it is extremely difficult for the Party I/Workman to travel from Cavelossim to Diwar daily. The transfer is done with the motive that Party I/Workman does not report to the transferred hotel and hence losses her job.

9. The Party I/Workman states that as the action of the Party II in transferring Party I/Workman from Radisson Blu Resort Goa to Mercure Goa Devaaya Retreat Hotel is malafide, illegal and unjustified, the same ought to be set aside and Party I/Workman be paid full back wages w.e.f 12th September, 2018 with continuity of services with costs and be reinstated at Radisson Blu Resort Goa Hotel at Cavelossim, Goa. The Party I/Workman humbly prays that the reference be decided in its favour and relief of setting aside the Transfer Order and reinstatement of Party I/Workman w.e.f 12th September, 2018 in Radisson Blu Resort Goa at Cavelossim, Goa with full back wages and with continuity of services and with costs be granted.

10. In the Written Statement, the Employer/Party II submitted that Ms. Christina Lima was working as Senior Housekeeping Supervisor and as a Senior Housekeeping Supervisor, she was performing duty of Managerial, supervisory and administrative in nature and several supervisors and workmen were working under her supervision and control and her salary at the time of transfer was Rs.17,600/- per month (CTC) and

therefore having regard to all above, she cannot be called as a ‘workman’ under section 2 (s) of the Industrial Disputes Act, 1947.

11. The Party II states that the transfer of Ms. Christina Lima was as per her Appointment Letter and bonafide and it cannot be called as illegal because as per relevant clause of Appointment Letter, the management was entitled to transfer her to any department, sister concern/member concern/associate concern of the organization/Company.

12. The Party II states that no documents have been produced by the Kamgarancho Ekvott Union during conciliation to show that Ms. Christina Lima was a member of the said Union and the dispute under 2 (k) could lie only if the correctness of the membership was shown at the time of conciliation proceedings. No document of whatsoever nature has been produced by the Union or the concerned person. Therefore, the said Union has no locus standi to raise the dispute before the Conciliation Officer.

13. The Party II submits that since no demand was made before the Management prior to raising the dispute before the Conciliation Officer, the entire reference is bad-in-law and further submits that the Party I/Workman was transferred to Mercure Goa Devaaya Retreat by its letter dated 12/09/2018 and she was supposed to report for duty on 12/09/2018. However, though she agreed to report for duty after receiving the letter, she alleged that she had become suddenly sick and according to her she was advised to take rest by a Doctor till 16/09/2018. The email dated 13th September, 2018 sent by Party I/Workman was replied on 14/09/2018 by the representative of Party II, Mr. Lester Mascarenhas, Asst. Manager-HR, wherein the request of Party I/Workman to delay the reporting to transferred place till 16/09/2018 on medical grounds was approved.

14. The Party II submitted that thereafter on 16/09/2018, the Party I/Workman again sent an email asking for a temporary certificate to avail facility of ESI and on 17/09/2018, the Assistant Manager-HR, Mr. Lester Mascarenhas wrote an email to her by attaching scanned copy of Temporary ESIC card and asked her to produce before ESIC Office along with her Aadhaar Card. In the said email the charges of not allowing the Party I inside the property was denied. Subsequently, on 18/09/2018 Party I sent an email to Party II acknowledging the document and raised a query regarding ESIC dates mentioned on the Temporary ESIC card.

15. The Party II submits that by email dated 19/09/2018 Party I accepted that she received an amount of Rs.50000/- in her account from Radisson Blu Cavelossim as pending dues. She also requested for breakup of the above amount and details of PF and ESIC contribution. On the same day i.e. 19th September, 2018 the representative of Party II, Mr. Lester Mascarenhas replied to the above email reminding her that, initially she was supposed to join Mercure Goa Devaaya Retreat on 12th September, 2018 and as per her request was allowed to take rest till 16th September, 2018. However, till date she has not reported at Mercure Goa Devaaya Retreat. Further she was informed that all her documents were sent to Mercure Goa Devaaya Retreat and requested her to contact the HR Department of Mercure Goa Devaaya Retreat in case she needs any details.

Party I was informed that, operations at Mercure Goa Devaaya Retreat were getting hampered without her presence and delay in joining. She was requested to report for duty as soon as possible.

16. The Party II submitted that on 19th September, 2018 Party I/Workman sent an email to Party II mentioning that she is still sick and her doctor has extended rest period and medical certificate has been already couriered to Mercure Goa Devaaya Retreat. During the period from 13th September 2018, though she was making several demands/requests, she never refused to join the said hotel and therefore on this basis it is clear that she intended to join duty and later she started giving various excuses.

17. The Party II submitted that on 19/09/2018 wherein she has never disputed the transfer to Mercure Goa Devaaya Retreat but only gave a reason for not reporting on duty while informing that she is still not well. The management wrote an email dated 20/09/2018 and it was further informed that she is the employee of Mercure Goa Devaaya Retreat and all account and money will be clarified and paid to her on joining, therefore it is pertinent to note that after letter dated 12/09/2018, having received the same, and in various correspondence upto 19/09/2018 having agreed to join duty at said hotel without any conditions, the allegations of malafide or victimization do not survive as bad-in-law and Management was fully justified and the transfer order is legal and justified, therefore no relief can be claimed by Party I and the reference ought to be rejected.

18. Considering the Claim Statement of Party I and the Written Statement filed by the Party II, the then Ld.Presiding Officer of this Tribunal was pleased to frame the following issues at Exhibit 9 on 28/10/2021.

ISSUES

1. *Whether the Party I proves that the action of the Party II in transferring her from Radisson Blu Resort Goa to Mercure Goa Devaaya Retreat Hotel is malafide, illegal and unjustified and the same needs to be set aside?*
2. *Whether the Party I proves that she is entitled to be paid full back wages w.e.f 12.09.2018 with continuity of services with cost and reinstated at Radisson Blu Resort Hotel at Cavelossim- Goa?*
3. *Whether the Party I proves that the Radission Blu Resort Goa and Goa Devaaya Retreats are two different hotels with two different owners and hence it is totally illegal and unjustified to transfer her from one hotel to another?*
4. *Whether the Party II proves that the Kamgarancho Ekvott Union has no locus standi to raise the dispute as the Party I was not the member of their Union?*
5. *Whether the Party II proves that no demand was made before the Management prior to raising the dispute before the Conciliation Officer and as such the entire reference is bad in law?*
6. *Whether the Party II proves that as per Clause 11 of her Appointment Letter the Party I was liable to be transferred to any Department/Sister Concerns/Member Concern/Associate Concern of the Company?*
7. *Whether the Party II proves that the Party I had committed serious act of misconduct of stealing property of the guest and as such the charge sheet dated 10.01.2018 was issued to her?*

8. What Relief? What Award?

19. Considering the overall pleadings, the evidence on record and upon hearing the Parties to the present reference and also considering the Written Arguments filed by Ld. Adv. Shri M. S. Bandodkar, this Tribunal is in agreement with Ld. Adv. Shri M.S. Bandodkar that as per the schedule and overall records and proceedings only 3 issues would arise which can conveniently adjudicate upon the dispute raised in the present reference. This Tribunal is of the opinion that the issues framed at Exhibit 9 by the Ld. Predecessor of this Tribunal needs to be re-framed and accordingly for the purpose of consideration, discussion and adjudication the same are re-framed as under:

1. Whether the Party II proves that Mrs. Christina Lima Senior Housekeeping Supervisor could not be construed as a workman as defined under Clause (s) of section 2 of the Industrial Dispute Act 1947?
2. Whether the Party II proves that Kamgarancho Ekkvott union has no locus standi to raise the dispute as Party I was not the member of that union?
3. Whether the Party I/Applicant proves that the action of the management of M/S Radisson Blu resort Cavelossim Salcete Goa in transferring Mrs. Christina Lima, from M/s. Radisson Blu Resort Goa, Cavelossim to Mercure Goa Devaaya Retreat Hotel at Divar, Goa with effect from 12/9/2018, is illegal and unjustified?

20. I have gone through the records i.e. the pleadings, the oral as well as documentary evidence adduced by both the Parties, the written synopsis filed by the Party II, the oral arguments advanced by both the Parties and after considering the same my findings on the issues with reasons are as follows:

Issue No.1 : In the Affirmative

Issue No. 2 : In the Affirmative

Issue No. 3 : In the Negative

REASONS

21. **Issue No 1:** It is the contention of the Party I/Union that Ms. Lima was employed as a Trainee Housekeeping Supervisor with the Employer/Party II w.e.f 10th September, 2013 vide letter dated 17.09.2013. She was confirmed after one year as a Supervisor w.e.f 15th April 2015 vide letter dated 10th April 2015. Vide letter dated 10.03.2017, she was promoted as Senior Housekeeping Supervisor w.e.f 01.04.2016 and her monthly salary was revised to Rs.17,600/-.

22. It is further their contention that in the Housekeeping Section, where Party I worked, the Head of Department was the Head of the Housekeeping Section who decided all the matters in the Housekeeping including sanctioning leave of the employees. The HOD and Deputy Housekeeper had powers to sanction leave of the employees and supervisor. They would fix shift of staff.

23. Thus, it is contended that the Party I/Workman Ms. Christina Lima did perform the duties as that of a ‘workman’ as defined under the Act. Shri Subhash Naik George in support of the above contention placed reliance in the case of:

1. W.P. (C) 38/2019, CM APPL.209/2019 Veena Devi V/s Container Corporation of India Ltd. and others.
2. 1310 of 2009 Bhalabai Nanavati Hospital V/s. Ashoka Shetty and Presiding Officer.
3. (1995(70)FLR967), (1996)ILLJ67BOM Sarang vs. W. G. Forge & Allied Industries Ltd.

24. In the case of Veena Devi (**Supra**) the Hon’ble Delhi High Court has held “*order of transfer and reliving with immediate effect are malafide in view of the fact that the act of workman approaching higher authorities seeking of grievance or investigation was prima facie reported to be irrational and tantamount in to overreach higher authorities inviting disciplinary action*”.

25. In the case of Bhalabai Nanavati Hospital (**Supra**) it is held “*here an employee has multifarious duties and a question is raised whether he is a workman or someone other than a workman the court must find out what are the primary and basic duties of the person concern and if he incidentally asked to do some other work may not necessarily be in tune with the basic duties, these additional duties cannot change the character or status of the person concern in other words the dominant purpose of employment must be taken in to consideration and the gloss of some additional duties must be rejected while determining the status and character of the person*”.

26. In the case of Sarang (**Supra**) The Hon’ble Bombay High Court set aside and quashed the Order passed by the Labour Court holding the Petitioner or ‘Workman’ within the meaning of Section 2 (s) of the Act by observing that “*if an employer consistently and continuously proposes and take action against its employees on the footing that he is covered by model standing orders (thereby implying that the employee is a ‘workman’ within the meaning of the Act) than such employer must be stopped from denying the said act when the dispute regarding the dismissal of the employee finally lands up before an industrial adjudicator*”.

27. As against this, the Employer/Party II has strongly opposed the contention of the Applicant/Party I and contended that the judgment above is not connected to the facts of the case in hand and submitted that since the beginning the Applicant herein was engaged with supervisory duties and at no point of time she functioned or carried out any duties as that of the workman nor any action was taken against her by the Party II/Employer in terms of the Model Standing Orders. In support of the above contention and to show that the Applicant/Party I never carried out any duties or functioned as that of the Workman, the Ld. Adv. Shri M.S. Bandodkar placed reliance on the case law to substantiate their defence that the burden to prove regarding whether the Applicant is a workman or not lies on the person who asserts that he is the workman.

28. The Hon’ble Bombay High Court in the case of **V.N.S. Engineering and Services Company V/s. Industrial Tribunal, Goa, Daman and Diu, and another** wherein it has been clearly held that “burden of proof regarding whether she is a workman or not, the general rule is that he or she who approaches the court should prove her case is applicable. The Party making the allegations should lead evidence to establish it. The Party seeking relief and causing reference should prove his case, i.e. the burden lies on employee causes

reference to prove that she is a workmen and that after proving, she is a workman in the case she has to prove whether her transfer to different hotel establishment is not a legal and it is unjustified.

29. According to the Employer/Party II Company, the Party I has miserably failed to prove the first part of the definition of the reference itself. Her appointment itself is a Housekeeping Supervisor. Subsequently, she was promoted as Senior Housekeeping Supervisor. She was performing the duty of supervisory in nature and she was drawing a salary more than Rs.10,000/-

30. Further, it is the case of the Employer/Party II that there are no pleadings in Statement of Claim wherein she has pleaded that she is falling in the workman category or performing duty of the workman as per Section 2(s). She has to show that she was doing manual, skilled, technical, operational and clerical work. The Statement of Claim does not mention any pleading that she was performing the duty of workman. On the contrary it is admitted by the Applicant that her salary was Rs.17,600/- per month. She joined as Trainee Housekeeping supervisor, then she was promoted as a Senior Housekeeping Supervisor. She has admitted that she was working as Senior Housekeeping Supervisor and under her supervision there were associates working and she was in-charge of 32 rooms and 2 room boys would be working under her and she had to only verify whether the rooms were cleaned properly by them or not and co-ordinate their work and report to the Executive Housekeeping and further stated that it is not necessary that every supervisor had to sanction the leave.

31. The Applicant herein has not produced any documents to show that she was performing the duty of a Workman. On the contrary exhibit 12 to 31 shows that she joined as Trainee Housekeeping Supervisor and she was reporting to the Executive Housekeeper which was the highest post. Exhibit 12 clearly shows that the duties which were given to her were of supervisory in nature which she had accepted in the Appointment Letter dated 21/09/2013.

32. Admittedly, the Applicant has not produced a single document to show that she was performing the duties of Workman category. Therefore, it is the contention of the Party II/Employer that having regard to her designation and duties performed by her and salary drawn by her, she was performing supervisory duty and she has failed to prove that she is a 'workman' and since she is not a 'workman' and that this Court has no jurisdiction to try and entertain the dispute. This Court has jurisdiction only to try a reference in connection with a 'workman' and not otherwise and since Christina Lima has failed to prove that she is a 'workman' reference ought to be rejected on that ground alone. In view of the judgment of **Burmah Shell Oil Storage and Distribution Co. of India Ltd. v/s. Burmah Shell Management Staff Association**, she is not performing duties which are inclusive parts of the definitions and therefore she is not a 'workman'.

For an employee to be workman' under the definition of workman" in Section 2 (4) of the Act, it is manifest that he must, be employee to do skilled or unskilled manual work, supervisory work, technical work or clerical work. If the work done by an employee is not of such a nature. he would not be a workman.

The specification of the four types of work obviously is intended to lay down that an employee is to become a workman only if he is employed to do work of one of those types, while there may be employees who are not doing any such work, would be out of the scope of the word 'workman' without having to resort to the exceptions. An example, which appears to be very clear, will be that of a person employed in canvassing sales for an industry. He may not be

required to do any paper work, nor may be required to have any technical knowledge. He may not be supervising the work of any other employees, nor would he be doing any skilled or unskilled manual work. He would still be an employee of the industry and, obviously, such an employee would not be a workman, because the work, for which he is employed, is not covered by the four types mentioned in the definition and not because he would be taken out of the definition under one of the exceptions.

33. Rita Sachdeva Vs/. Secretary (Labour) & Ors. (2024 LLR 874 Delhi High Court)

When a documentary evidence like Performance assessment work sheet of the claimant shows nature of the duty of the claimant that she was doing effective supervision of housekeeping and canteen, she was handling administration work independently which proves that claimant was working in a supervisory capacity, taking decisions independently, she is liable to be covered under the category of 'Supervisory' and not 'workman'.

When an employee admits in his cross-examination that he/she used to supervise the Departments of Housekeeping, Air-conditioning, Telecommunication Maintenance, Canteen and Building Maintenance Department, that would be a Supervisor'.

34. S.K. Maini v/s. M/s. Carona Sahu Co. Ltd. &Ors. (1994 II LLJ 1153 SC)

The question whether an employee is a workman under Sec.2(s) of the Act is to be determined with reference to his principal nature of duties and functions. It is to be determined with reference to the facts and circumstances of each case on the basis of the circumstances and facts and the materials on record and it is not possible to lay down any straight-jacket formula. When an employee is doing the types of works enumerated in the definition in Sec.2(s), there is hardly any difficulty in treating him as a work-man, but in a large number of cases employees are often required to do more than one kind of work. In such cases, it becomes necessary to determine under which classification the employee will fall for the purpose of deciding whether he comes within the definition or goes out of it.

The designation of an employee is not of much importance. What is important is the nature of duties. The determinative factor is the main duties and not some work incidentally done. If the employee is mainly doing supervisory work, but incidentally or for a fraction of time also does some manual or clerical work, the employee should be held to be doing supervisory work. Conversely, if the main work is manual, clerical or of a technical nature, the mere fact that some supervisory or other work is also performed by the employee incidentally or only for a fraction of time is devoted to some supervisory work, the employee will come under the definition of workman in Sec.2(s) of the Act.

35. The Applicant in her cross-examination has admitted that her appointment was as a 'Housekeeping Supervisor' and that she was reporting to Executive Housekeeper or Deputy Housekeeper. That the Deputy Housekeeper is the subordinate to the Executive Housekeeper and that she was promoted as a Senior Housekeeping Supervisor and her salary was increased. She also trained other employees namely Surekha Gaonkar, Gauresh Velip, Bipin, Clarisse Gonsalves, Ramchandra Raikar and Kiran. In view of above, vital admissions about her salary and supervisory work and judgment cited above, it is clear that the Applicant was

doing supervisory duties. Moreover, the Employer/Party II had produced sufficient documents to show that the Applicant was performing supervisory duties.

36. In **Delhi Transport Corporation v/s. Jagat Singh (2008 LLR952 Delhi High Court)** it is clearly mentioned that it is “redimentary principle of jurisprudence that documentary proof will always get preponderance over oral and it is well known axiom of law that man may tell lies but the documents cannot. Under the circumstances, the documentary evidence being there goes without saying that she was doing supervisory duties and therefore being Supervisor, she was not doing work inclusive part of definition of the workman as mentioned in the judgment herein above and therefore not being ‘workman’ under section 2 (s) of the Act. The Employer/Party II could sufficiently by way of oral as well as documentary evidence was able to prove that the Applicant/Party I was not ‘workman’ under Section 2 (s) of the Act, hence this issue stands answered in the affirmative.

37. **Issue No 2:** It is the case of Employer/Party II that the Applicant approached the Union, Kamgharancho Ekvott only when she was issued with the Transfer Order and that she was not the member of the Union. That the Party I has failed to produce any document including a resolution passed by the Union to raise an industrial dispute on behalf of the Applicant before the Management, therefore, it is their contention that the Union, Kamgharancho Ekvott cannot espouse the cause of the Applicant, she being not the member of the Union.

38. The Statement of Claim is also not been signed by the Applicant/Ms. Christina Lima. No records have been produced by Applicant/Ms. Christina Lima that she is a member of Kamgharancho Ekvott or that Mr. Subhash Naik Jorge is the President of the Union, Kamgharancho Ekvott. Only Mr. Subhash Naik Jorge had written a letter to the Deputy Labour Commissioner, wherein for the first time it is mentioned that transfer is an act of unfair labour practice, malafide and victimization.

39. The Party II/Employer therefore contended that the Applicant/Party I has miserably failed to show that she is a member of Kamgharancho Ekvott Union. The Applicant/Party I herself has admitted that the letter dated 20/09/2018 at Exh. 14 is not signed by anybody including Mr. Subhash Naik who is the President of the Union. Admittedly, the Applicant/Party I has not produced any documents such as membership receipt, membership register or other documents to show that she is the member of the Union.

40. In the case of **Deepak Industries Ltd., v.s State of West Bengal 1975 (I) LLJ 293** in which it is observed as under

‘Held, S, 2A makes it clear that when an individual dispute is not sponsored by other workmen or espoused by the union of workmen, even then it would be deemed to be an industrial dispute within the meaning of the Act. In spite of the said amendment which brings an individual dispute within the scope of the Act, it has not made any difference on the principles as to what would constitute an industrial dispute within the meaning of the Industrial Disputes Act. If it is an individual dispute, that is a dispute raised by an individual, it must be raised by him and reference may be made in due course for adjudication. If a group of workmen raise a dispute that can also constitute an industrial dispute within the meaning of the act, which may be referred to the tribunal in due course. But when the dispute is not sponsored or not espoused by a union, it seems to have been uniformly held by the judicial decisions that when the authority of the union is challenged by the employer, it must be proved that the union has been duly authorized either by a resolution by the members or otherwise that it has the authority to represent the workmen whose cause it is espousing.’

41. **Air India employees' Guild Air India Ltd, 2007 II LLJ 207 (Bom)**

"In the first instance, we may refer to some aspects of the Code of Discipline. The Code of Discipline lays down criteria for recognition of unions by the Management and is purely voluntary. This was in terms of the resolution adopted by the Indian Labour Conference. This was adopted by all major public sector undertakings and the various labour Federations. A procedure for verification of membership of unions to determine their representative character was also approved by the Standing labour committee. All this has been brought together in the form of a brochure. The Code of Discipline provides for recognition of (1) A Union claiming to be recognized as representative Union for an industry as a whole in the local area or (2) claiming recognition as the majority union in an establishment. The procedure for recognition is set out in Paragraphs 4 to 8 of the said code. It is not necessary to reproduce all those clauses, but we may refer to clauses pertaining to membership. Clause (9) reads as under:

Membership of a union for the purpose of recognition is to be counted only of those workers who had paid subscription for at least 3 months Page 0008 during the period of 6 months immediately preceding the date of reckoning. The date of reckoning is the first of the month in which verification work begins, i.e. when the verification officer asks the unions to submit their lists and books for scrutiny.

Clause (11) reads as under:

"If more than one union function in an establishment, it is necessary to verify the representative character of the various unions. The verification has to be done either by the concerned Implementation Officer or an officer of the Central or State Industrial Relations Machinery. A procedure to be followed for ascertaining the membership of the unions has been laid down by the Standing Labour Committee; its details are given in Appendix III. The results of the verification are to be intimated to the Management which would accord recognition to the majority union.

Sub para 14- Applying this principle, we are clearly of the opinion that the two judgments of the Supreme Court referred to earlier would apply only for recognition of unions governed by provisions of the M.R.T.U. & P.U.L.P. Act. That ratio cannot be applied to verification of membership of an union in establishments governed by the Code of Discipline and or those not covered by the provisions of the M.R.T.U. & P.U.L.P. Act. Thus the applicant here in has miserably failed to prove that she is the member of the union Kamgarancho Ekvott and that the said union was authorised to raise dispute on behalf of the Applicant/Party I before the Deputy Labour Commissioner and espouse her cause before this Tribunal. On the other hand the employer Party II sufficiently dislodge the applicants claim of she being the member of the union or that the union being legally authorised to espouse the cause of the applicant before this tribunal hence this issues stand in favour of the Party II/Employer in the affirmative.

42. Issue No 3:In the case of Chowgule Industrial Pvt. Ltd. v/s. Gomantak Mazdoor Sangh (2023 LLR 963 Bombay High Court) –

Appointment letters issued to the employees permitting transfers of the employees anywhere in India, in any of the existing or future establishments of the employer or the employer group, including transfer from one shift to another, would be deemed that transfer from one branch/workshop to another of the same company and within the state.

Though the appointment letters do not have a specific clause 'transfer' from one branch to the other', but it does not mean that transfer from one branch to another is barred considering wide provisions of transfer as provided in the appointment letter.

When provisions of transfer of employee are widely provided in the appointment letter, an employer will have vast powers to transfer its employees.

Construction of any terms and conditions must be interpreted reasonably and pragmatically and not in narrow sense.

A branch can also qualify as an establishment for certain purposes since the context is important.

In view provisions of transfer as provided in appointment letter, transfer of employees is permitted from one branch to the other, even if the new branch may not have been existing at the time of appointment of the employees.

43. This citation above squarely applies to the case in hand. In this reference, the evidence on record reveals that the Applicant/Party I in her cross-examination admitted that after the transfer she could not report for duties to the new place of assignment as she was not well. She further admitted having not written any letter to the management stating that her transfer is malafide, unfair labour practice or victimization. Her Transfer Letter was given to her on 12/09/2018 and from that day till 19/09/2018 she had accepted a transfer and did not go to report for work only on the ground that she is not well. Therefore, it the contention of the Party II/ Employer that the Party I had accepted the transfer without any allegations of malafide as no allegations of whatsoever nature was made by her from 12/09/2018 to 19/09/2018 that her transfer is malafide or amounts to victimization or unfair labour practice. She has admitted that in the Appointment Letter given to her, there was a clause stating that she is liable to be transferred to any other department, sister concern, member concern, associate concern of the organization or the company and Alcon Resort Holding Limited owning Party No. II as well as Devaaya Ayurvedic Natural Centre whereto she would be transferred. It is pertinent to note that the allegation that the transfer is malafide or unjustified or illegal was made for the first time when the Union wrote a letter to the Deputy Labour Commissioner.

44. Therefore, it is submitted that the entire allegations made by her are afterthought, bad-in-law and has been made only to create a false impression for transfer when earlier she has clearly admitted that the hotel has got the right to transfer. Similarly, when she was questioned, the hotel where she was transferred also kept domestic tourists and foreign tourists, she said she does not know. She has also not reported to the hotel where she was transferred. The Transfer Letter did not say that she was reduced to rank or that the nature of duties were different or that the salary would be reduced or work could be different. Though she has made some allegations that she has sent an email that transfer is illegal, unjustified, malafide, she has not produced the said e-mail in the evidence therefore she is lying. It is not mentioned in the Appointment Letter that she will work only in the 5 Star Hotel of the Group and not in 3Star. She did not produce any documents to show that Devaaya Hotel is a 3 Star Hotel. She has clearly admitted that she was not keeping well and therefore sometime may be given to her to report for work and in fact the Assistant Manager-HR, Mr. Mascarenhas gave her time and inspite of giving her time, she did not report for work. The E-mails at Exhibit 33 to 38 clearly shows that she has shown clear intention to report for work up to 19/09/2018. Only once did Mr. Subhash Naik wrote a letter, after about a week where she changed her position that her transfer is malafide. The witness examined by the Company that is the Executive House-keeper Shri. Laxman Singh in his evidence stated that the Applicant/Party I was performing the duties as a Supervisor and that he was working as the Head of the House-keeping Department. Therefore, having regard to the entire evidence, it is clear that her transfer cannot be said to be malafide and her transfer was due to business exigency, contended Ld. Adv. Shri M. S. Bandodkar.

45. Secondly, the Company has produced the documents at Exhibit 60 to show that there was vacancy in the said Hotel. Hence, considering the oral evidence on record and the assistance this Tribunal has received from the observation in the above cited judgment it can be safely assumed that the transfer of the Applicant was due to business exigencies. This issue therefore stands answered in the negative.

46. Considering the records, evidence on record, the observations made in various judgments cited by both the Parties and in view of the findings given on the issues hereinabove, this Tribunal passes following Award.

Hence the following Order:

ORDER

The reference dated 13/03/2020 stands dismissed.

(Vijayalaxmi Shivilkar)

Presiding Officer
Industrial Tribunal cum
Labour Court

Date: 08/01/2025;
Place: Panaji – Goa.

◆◆◆

Department of Law

Notification

12/20/2019-LD(Estt.)/355

Date: 07-Feb-2025

Read: 1. No. 12/20/2019-LD(Estt.)/355 dated 07-Feb-2025.

The letter No.DSC/HOL/121/2024/16245 dated 23/12/2024 and letter No.DSC/MAR/HOL-69/2024/12547 dated 17/12/2024 which has been issued by the District & Sessions Court, North Goa, Panaji, and the District & Sessions Court, South Goa, Margao, respectively is hereby published for general information of the public.

By Order and in the name of the
Governor of Goa.

Sd/-

(Amir Y. Parab)
Under Secretary (Estt.)
Law Department

◆◆◆

Department of Personnel

Order

13/03/2025-PER/634

Date: 28-Feb-2025

The Governor of Goa is pleased to grant extension in service to Shri. Rajendra Kumar Khanna, Managing Director, Sewerage and Infrastructural Development Corporation of Goa Limited (SIDCGL) beyond the date of his superannuation for a period of one year w.e.f. 01/03/2025 to 28/02/2026, in public

interest. This order is subject to Vigilance Clearance from Vigilance Department, concurrence of Finance Department and approval of Council of Ministers.

The extension is further subject to termination without assigning any reasons during the period of extension.

By order and in the name of
the Governor of Goa

(Raghuraj A. Faldesai)
Under Secretary (Personnel-II)

————◆————
Order

13/04/2025-PER/638

Date: 28-Feb-2025

The Governor of Goa is pleased to grant extension in service to Shri. Nelson Albuquerque, Superintendent of Police, Goa Police Service, Police Department beyond the date of his superannuation for a period of one month w.e.f. 01/03/2025 to 31/03/2025, in public interest. This order is subject to Vigilance Clearance from Vigilance Department, concurrence of Finance Department and approval of Council of Ministers.

The extension is further subject to termination without assigning any reasons during the period of extension.

By order and in the name of
the Governor of Goa

(Raghuraj A. Faldesai)
Under Secretary (Personnel-II)

————◆————
Order

13/05/2025-PER/656

Date: 28-Feb-2025

The Governor of Goa is pleased to grant extension in service to Shri Santosh V. Naik, Treasurer Grade-III, Directorate of Accounts, Porvorim beyond the date of his superannuation for a period of six months w.e.f. 01/03/2025 to 31/08/2025, in public interest. This order is subject to Vigilance Clearance, concurrence of Finance Department and approval of Council of Ministers.

The extension is further subject to termination without assigning any reasons during the period of extension.

By Order and in the name of
the Governor of Goa

(Raghuraj A. Faldesai)
Under Secretary (Personnel-II)

Order

22/10/2018-PER/591

Date: 24-Feb-2025

Shri Omvir Singh, IPS, Inspector General of Police, Goa shall hold the charge of Additional Director General of Police in addition to his own duties, with immediate effect, till further orders in public interest.

By Order and in the name of

the Governor of Goa,

(Raghuraj A. Faldesai)

Under Secretary (Personnel-II)

Order

5/23/2022-PER/192

Date: 17-Jan-2025

Shri Shripad Majik, Junior Scale Officer of Goa Civil Service presently holding the charge of Joint Mamlatdar-II, Bicholim & Joint Mamlatdar-III, Bicholim shall also hold the charge of Member Secretary, Ravindra Bhavan, Sankhali in addition to his own duties.

This issues on the recommendation of the Goa Services Board.

**By Order and in the name of
the Governor of Goa**

(Raghuraj A. Faldesai)
Under Secretary (Personnel-I)

Order

5/23/2022-PER/193

Date: 20-Jan-2025

On the recommendation of the Goa Services Board, the Governor of Goa is pleased to order transfer & posting of the following Junior Scale Officers of Goa Civil Service, in public interest, with immediate effect: -

Sl. No.	Name and present posting of the officer	Posted as
1.	Smt. Shanti Makwana Harding , Deputy Director (Admn.), Fisheries	Deputy Director (Admn.), DFDA
2.	Shri Umesh Desai , Awaiting posting	Deputy Director, Public Grievances
3.	Shri Bhimnath Khorjuvekar , Deputy Director (Admn.), Agriculture	Deputy Collector & SDM, Bicholim with additional charge of Chief Officer, Sankhali Municipal Council

4.	Shri Vinayak Chari, Deputy Collector (DRO), South	Deputy Collector (Revenue), North with additional charge of Deputy Collector (Elections), North
5.	Smt. Durga Kinlekar, Deputy Registrar, Goa Engineering College	Deputy Collector (Revenue), South
6.	Smt. Varsha Parab, Deputy Collector (Elections), North with additional charge of Deputy Collector (Revenue), North	Deputy Collector & SDM-I, Bardez
7.	Smt. Avelina Dsa E Pereira, Project Officer, DRDA, South	Deputy Collector (DRO), South with additional charge of Project Officer, DRDA, South
8.	Shri Abhijeet Nikam, Deputy Director (Admn.), Animal Husbandry & Veterinary Services	Assistant Commissioner of State Taxes

Shri Amit Sawant, Deputy Director, Civil Supplies & Consumer Affairs shall hold the charge of Deputy Director (Admn.), Fisheries in addition to his own duties.

Shri Prakash Redkar, Deputy Director (Admn.), PWD shall hold the charges of SLAO, PWD & SLAO, National Highways in addition to his own duties.

Shri P. A. Parab, Deputy Director (Admn.), Fire & Emergency Services shall hold the charge of Deputy Director (Admn.), Archaeology in addition to his own duties.

Dr. Mriselda Monteiro, Deputy Registrar of Co-operative Societies (Admn.) shall hold the charge of Deputy Director, Department of Empowerment of Persons with Disabilities in addition to her own duties.

Shri Naresh Gaude, Under Secretary, Finance (Exp.) shall hold the charge of Under Secretary, Finance (Budget) in addition to his own duties.

Shri Ganesh Barve, Joint Director, Information & Publicity shall hold the charge of Administrator of Communidade, South Zone in addition to his own duties.

Shri Belwadi Samiullah Nishat, Deputy Director (Admn.), Electricity Department shall hold the charge of Deputy Director (Admn.), Agriculture in addition to his own duties.

Ms. Nadia Ashraf Ali Shekoli, Deputy Director, Urban Development shall hold the charge of Deputy Director (Admn.) Town and Country Planning in addition to her own duties.

Shri Yogiraj Gosavi, Chief Officer, Ponda Municipal Council shall hold the charge of Deputy Registrar, Goa Engineering College in addition to his own duties.

Shri Jayesh Mayenkar, Project Officer, DRDA, North holding additional charge of OSD, Mines shall also hold the charge of Administrator of Communidade, Central Zone in addition to his own duties.

Shri Krishnakant Pangam, Deputy Director (Admn.), Panchayat shall hold the charge of Deputy Director of Panchayat, North in addition to his own duties.

Shri Amitesh Shirvoikar, Under Secretary, Goa Staff Selection Commission shall hold the charge of Assistant Director, Handicrafts, Textile and Coir in addition to his own duties.

Shri Milagres Soares, Under Secretary (Lokayukta) shall hold the charge of Deputy Director (Admn.), Animal Husbandry & Veterinary Services in addition to his own duties.

The officers shall complete handing over and taking over process with immediate effect and submit compliance.

**By Order and in the name of
the Governor of Goa**

(Raghuraj A. Faldesai)
Under Secretary (Personnel-I)

————◆————
Order

5/23/2022-PER/231

Date: 21-Jan-2025

Shri Nehal Gajanan Talaunekar, Assistant Commissioner of State Taxes shall hold the charge of Chief Officer, Bicholim Municipal Council in addition to his own duties with immediate effect.

This issues on the recommendation of the Goa Services Board.

**By Order and in the name of
the Governor of Goa**

(Raghuraj A. Faldesai)
Under Secretary (Personnel-I)

————◆————
Order

5/40/2024-PER/5318

Date: 31-Dec-2024

On the recommendation of the Departmental Promotion Committee as conveyed by Goa Public Service Commission vide letter no. COM/II/11/42(1)/2023/354 dated 23/12/2024, the Governor of Goa is pleased to promote and appoint under Rule 17 of the Goa Civil Service Rules, 2016, the following Officers holding the posts included in Schedule-II of the said Rules to the post of Junior Scale Officer of Goa Civil Service, Group 'A', Gazetted, in Level 10 of Central Civil Services (RP) Rules, 2016 with immediate effect:-

1.	Shri Vimod Dalal
2.	Shri Anil V. Rane Sardessai
3.	Shri Jeetendra Bugde
4.	Shri Prataprao Gaunkar
5.	Shri Shripad Majik
6.	Shri Bhiku L. Gawas
7.	Shri Anil D. Shirodkar
8.	Shri Umesh N. Desai

The Officers shall be on probation for a period of two years from the date of their joining and shall submit their Annual Assessment Report during the probation period. The Officers shall exercise their option for fixation of pay in promotional grade in terms of F.R. 22 (I)(a)(1), within a period of one month from the date of issue of the order. The option once exercised shall be final.

On promotion, the Officers shall continue to hold the posts presently held by them, until further orders.

**By Order and in the name of the
Governor of Goa**

(Raghuraj A. Faldesai)
Under Secretary (Personnel-II)

————◆————
Order

6/8/2022-PER/640

Date: 28-Feb-2025

On the recommendation of the Goa Services Board, the Governor of Goa is pleased to order transfer and posting of the following Senior Scale Officer of Goa Civil Service, in public interest, with immediate effect: -

Sr. No.	Name and present posting of the officer	Posted as
1.	Smt. Deepali D. Naik Project Director, DRDA (South)	Project Director, DRDA (North) with additional charge of Director, Department of Rural Development

Shri Premraj Krishnanath Shirodkar, Secretary, Goa Real Estate Regulatory Authority, shall hold the charge of Project Director, DRDA (South) in addition to his own duties.

The officers shall complete handing over and taking over process with immediate effect and submit compliance.

By Order and in the name of
the Governor of Goa

(Raghuraj A. Faldesai)
Under Secretary (Personnel-I)

————◆◆————
Planning & Statistics

Notification

DPSE/ADMN/DEL-POW/2022/2783

Date: 12-Sep-2024

In supersession of above referred Notification regarding appointment of PIO and APIO, the undersigned is directed to convey the approval of the Competent Authority for appointment of following Officers of the Institute as First Appellate, PIO's and APIO's under the Right to Information Act, 2005:

Sr. No.	Name & the contact details of the Officers	Designated Authority under RTI Act 2005	Remarks
1	Shri Vijay B. Saxena Director (In-Charge) Ph.0832-2417445/Fax:0832-2417442 Email:dir-dpse.goa@nic.in	First Appellate Authority	For all matters of the Department in the capacity of Director, DPSE and Chief Registrar of Births & Deaths
2	Shri Babaji V. Gaonkar	Public Information Officer	For all matters of the Department of Planning, Statistics &

	Statistical Officer Ph.0832-2417437 Email:planning-dpse.goa@nic.in		Evaluation Porvorim Goa.
3	Shri Sunil P Parsekar Investigator Ph.0832-2417438 Email:cord-dpse.goa@nic.in	Assistant Public Information Officer	For all matters of the Department of Planning, Statistics & Evaluation Porvorim Goa.

**By order and in the name
of the Governor of Goa**

**(Dr. V. Candavelou, IAS)
Secretary (Planning)**



Department of Revenue

Order

35/2/2013-RD/1743

Date: 04-Mar-2025

In exercise of the powers conferred by clause (b) of sub-section (1) of section 9 of the Indian Stamp Act,1899 (Act No. 2 of 1899), as in force in the State of Goa, the Government of Goa hereby permits the Life Insurance Corporation of India, Goa Divisional Office, Panaji (hereinafter referred to as the "LIC Goa") to pay consolidated stamp duty of Rs. 35,00,000/- (Rupees Thirty Five Lakhs Only), chargeable on sums to be insured in the insurance policies issued by its offices in the State of Goa with effect from 1st January, 2025 up to 31st December, 2025 in lieu of affixing stamps upon individual insurance policies, which has been paid vide cheque No. 000796 dated 05/02/2025, drawn on HDFC Bank, Panaji, Goa, subject to the following conditions, namely:-

- (a) In case the stamp duty chargeable on the insurance policies issued during the above mentioned period falls short of the stamp duty consolidated herein and paid to the Government, the excess consolidated stamp duty shall be adjusted for the next calendar year 2026.
- (b) In case the stamp duty chargeable on the insurance policies issued during the above period exceeds the stamp duty consolidated herein and paid to the Government, the balance amount due towards the stamp duty shall be paid to the Government Treasury by LIC Goa latest by the first week of January, 2026.
- (c) A detailed report of the total stamp duty charged on the sums insured in the insurance policies issued by the offices of the LIC Goa in the State of Goa during the above period shall be submitted to the Secretary (Revenue), Revenue Department, Government of Goa, on or before 31/12/2025.

**By Order and in the name of
the Governor of Goa**

**(Vrushika P. Kauthankar)
Under Secretary (Revenue-I)**

Porvorim, 4th March, 2025.



Department of Town & Country Planning

Notification

36/18/17(2)/Notification (17)/TCP-2024/119

Date: 04-Mar-2025

Read: 1. No. 36/18/17(2)/Notification (17)/TCP-2024/119 dated 04-Mar-2025.

Whereas, the Town and Country Planning Department is in receipt of Applications under sub-section (2) of section 17 of the Goa Town and Country Planning Act, 1974 (Act 21 of 1975) for correction of inconsistent/incoherent zoning in the Regional Plan for Goa-2021 (RPG-2021) in respect of the plots of land as specified in detail in columns (2) to (5) of the Table below;

And whereas, the rectifications/corrections as requested in the said Applications were scrutinized and Report of the Town and Country Planning Department alongwith the reports from registered professionals were submitted to the Government for decision;

And whereas, the Government has considered the Reports and it is of the opinion that alterations/modifications as specified in column (6) of the Table below corresponding to respective survey number as specified in column (2) of said Table are necessary to be carried out to the RPG-2021 for the purpose of rectifying inadvertent errors that have occurred, and for correction of inconsistent/incoherent zoning proposals in the RPG-2021 and it has directed the Chief Town Planner (Planning) to carry out alterations/modifications as specified in column (6) of the Table below to the RPG-2021;

Now, therefore, as directed by the Government and in pursuance of sub-section (2) of section 17 of the Goa Town and Country Planning Act, 1974 (Act 21 of 1975), the alterations/modifications as specified in column (6) of the Table below corresponding to respective survey number as stated in column (2) of said Table are hereby carried out to the RPG-2021.

TABLE

Sr. No.	Survey No. & Sub Division No.	Name of Village	Name of Taluka	Name of District	Alteration/ modification carried out to the RPG- 2021
(1)	(2)	(3)	(4)	(5)	(6)
1.	231/4	Siolim	Bardez	North	Re-alignment of proposed road passing through property from North to South, towards the Eastern boundary of the same property.
2.	56/6 (Part)	Pomburpa	Bardez	North	Settlement Zone.
3.	65/1-A (Part)	Reis Magos	Bardez	North	Settlement Zone.
4.	159/2	Nuvem	Salcete	South	Deletion of 6.00 mts wide road passing through Sy. No. 159/2 of Nuvem, Salcete.
5.	65/1-B (Part)	Reis Magos	Bardez	North	Settlement Zone.

6.	260/1-A (Part)	Morombi-O- Grande	Tiswadi	North	Settlement Zone.
7.	267/2 (Part)	Siolim	Bardez	North	Settlement Zone.

(Rajesh J. Naik)
Chief Town Planner (Planning)



Department of Tribal Welfare

Notification

DTW/AD(N)/VOG/2024-25/CSS-273/3618

Date: 19-Nov-2024

The Government of Goa is pleased to constitute the State Committee for Support of Voluntary Efforts (SCSVE) under the Centrally Sponsored Scheme of the Ministry of Tribal Affairs, New Delhi namely “Grants in Aids to Voluntary Organizations working for welfare of Scheduled Tribes” for the State of Goa consisting of the following members:

1. Secretary, Tribal Welfare	Chairman
2. Secretary, Rural Development or his representative	Member
3. Secretary, Agriculture or his representative	Member
4. Secretary, Health or his representative	Member
5. Representative, Keshav Seva Sadhana	Member
6. Representative, Shri Balaram Education Society	Member
7. Representative, Kalyan Ashram Goa	Member
8. Director, Tribal Welfare	Member Secretary

The Functions of the State Committee for Support of Voluntary Efforts (SCSVE) are as follows:

- To make specific recommendations about the application of the NGO within the timelines stipulated by the Ministry.
- To recommend a project to be undertaken by NGO, if a project is not recommended by State Committee, the reasons will be indicated.
- To monitor the projects undertaken by the NGOs.
- To recommend suggestions time to time for improvement and recommendations to be proposed before the Ministry of Tribal Affairs, New Delhi.

The State Committee for Support of Voluntary Efforts (SCSVE) shall meet once in Six months to review the performance of the State PMU.

The Notification shall come into force on the date of its publication in the Official Gazette.

This is issued with the approval of the Govt. vide U.O No 5455/F dated 23/10/2024.

By Order & in the name of Governor of Goa

Dasharath M. Redkar, Director & ex-officio & Jt. Secretary (TW)